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**Document No.**\_\_\_\_\_

**Container Corporation of India Ltd.**

(A Govt. of India Undertaking. Ministry of Railways)

**I.C.D. Mulund East, Nanepada Road,**

Near New Mulund Goods Shed, Mulund East,

**Mumbai 400 081** Phone No. 022-25633812

Fax: 022-25637764

**Email: athakur@concorindia.com**

**E-Auctioneer: ASHVIN & COMPANY**

**Ashvin & Co. Change of Address (TEMPORARY):**

**G-11,Ground Floor, Shri Niwas Building, Next to Indubhavan Building,**

**Opp. CKP Bank, Prathana Samaj Road, Vile Parle (E), Mumbai 400057.**

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**Sealed TENDER CUM E-AUCTION SALE**

ASHVIN & COMPANY. is an e-commerce service provider to obtain rates online through the portal. The Sale & Purchase are made directly by seller & Buyers. This is only for the purpose of intimation. In terms of direction of Govt. of India, **Container Corporation of India Ltd.** is organizing Tender Cum Internet Auction of Un-claimed/ Un-cleared Import Export & Domestic Cargo lying at ICD Mulund, Import Cargo & Domestic Empty Containers, lying at CFS-DRT, Import cargo, Domestic Cargo lying at ICD Pithampur & Domestic Empty Containers lying at DCT Turbhe, through **ASHVIN & COMPANY on 07<sup>th</sup> July 2017.** Website: [www.ashvinauctioneers.com](http://www.ashvinauctioneers.com) or [www.concorindia.co.in](http://www.concorindia.co.in)

**SCHEDULE OF PROGRAMME**

<b>Inspection of Materials for ICD-Mulund , CFS-DRT, ICD Pithampur &amp; DCT Turbhe.</b>	<b>27<sup>th</sup> June to 05<sup>th</sup> July 2017 between 11:00 AM to 05:00 PM on Working Days (Catalogue should be purchased at least from one Terminal for Inspection of Materials)</b>
<b>Venues for Inspection</b>	<p><b>Venue One</b>  <b>CONCOR ICD-Mulund</b>, Nanepanda Road, <u>Mulund (East)</u>  Mumbai 400 081 Phone No. 022-25633812</p> <p><b>Venue Two</b>  <b>C.F.S. Dronagiri Rail Terminal</b>  Sector –II, Plot No. 33,34,35  Navi Mumbai 400 707 Phone No. 022-27243271, 27243272</p> <p><b>Venue Three</b>  <b>ICD-Pithampur</b>, Plot no.113, Mhow-Neemuch Road,  Sector-III, Pithampur-454774, Dhar M.P. Phone No.07292-403701-706,708,709,717,725.</p> <p><b>Venue Four</b>  <b>CONCOR DCT-Turbhe</b>,  Railway Goods Shed, Commercial Office,  1<sup>st</sup> Floor, Near CWC, Sector 20,  Turbhe, Navi Mumbai-400705  Phone No. 022-27844845 / 847</p>
<b>Submission of Sealed tenders</b>	<b>On 06<sup>th</sup> July, 2017 between 10:00 AM to 5.00 PM. at ICD Mulund –East (for Mulund East lots), CFS DRT (for CFS DRT lots), ICD-Pithampur (for Pithampur lots) &amp; DCT-Turbhe (for Turbhe lots) Tender Box will be kept at all these locations for their respective lots of depots.</b>
<b>Sealed Tender Closing Date, Time</b>	<b>06<sup>th</sup> July, 2017 at 05.00 PM.</b>
<b>Earnest Money Deposit (EMD) for On-Line Auction (Refundable)/Adjustable against Balance Payment</b>	<b>Rs.10,00,000 /-(Rs.Ten Lacs) for participating in ALL LOTS AT ALL LOCATIONS</b>  <p align="center"><b>OR</b></p> <b>For Individual lots EMD as mentioned against individual lot in Annexure II, III, IV &amp; V attached</b>
<b>For E-Auction EMD collection closes at</b>	<b>15 hrs on 05<sup>th</sup> July, 2017 at the Office of ASHVIN &amp; COMPANY, Mumbai.</b>
<b>Sale period of Auction Catalogue</b>	<b>27<sup>th</sup> June 2017 to 05<sup>th</sup> July 2017 till 17 hrs.</b>
<b>DEMO/ MOCK e-Auction</b>	<b>With prior appointment.</b>
<b>Online Auction Date &amp; Time</b>	<b>07<sup>th</sup> July, 2017 at 11.00 HRS TO 17:00 HRS Refer Annexure II, III IV &amp; V for Time Slots</b>

<b>Opening of Sealed Tenders</b>	<b>07<sup>th</sup> July, 2017 after closure of e-auction of respective locations.</b>
<b>Finalization of Bids</b>	<b>25<sup>th</sup> July , 2017 (Subject to Customs Approval)</b>
<b>Return of EMD's of unsuccessful Bidders</b>	<b>From 26<sup>th</sup> July 2017 to 02<sup>nd</sup> Aug 2017. ( Refund will be made by RTGS/NEFT only &amp; bidder has to submit 'Cancelled Cheque' )</b>
<b>To BID for LOT basis.</b> The taxes & any other statutory levies will be applicable Extra and payable by the Buyer as prevailing on the date of raising invoice against actual physical delivery of materials.	
<b>Delivery Period</b>	<b>12<sup>th</sup> August, 2017 to 25<sup>th</sup> August, 2017 (10 AM to 6 PM Excluding Sundays &amp; Holidays)</b>
<p><b>Contact Details:</b>  <b>CONCOR : ICD-Mulund East</b></p> <p><b>Mr. Anil Thakur. / Mr.Sachin Paranjpe / Mr Kalpesh Pise.</b></p> <p>Tel: 022-25639724, 25637762 Fax: 25637764  Email: <a href="mailto:athakur@concorindia.com">athakur@concorindia.com</a> ,  <a href="mailto:sachinp@concorindia.com">sachinp@concorindia.com</a>,  <a href="mailto:kalpesh@concorindia.com">kalpesh@concorindia.com</a></p> <p><b>CONCOR : ICD Pithampur.</b>  <b>Mr.K.Srinivasan/ Mr.Ritesh Malviya</b>  <b>Tel:-07292-256154,403702 Fax:-07292-403707</b>  Email:  <a href="mailto:srinivasan@concorindia.com">srinivasan@concorindia.com</a>,<a href="mailto:indp@concorindia.com">indp@concorindia.com</a>,  <a href="mailto:om,riteshmalviya@concorindia.com">om,riteshmalviya@concorindia.com</a> ,</p>	<p><b>CONCOR : CFS DRT</b></p> <p><b>Mr. A.K. Singh / Mr. Tarun Goel / Mr. Gururaj Kulkarni</b> , Tel: – 022-227243271 /72/73,76 Fax: 022-27243274  Email: <a href="mailto:aksingh@concorindia.com">aksingh@concorindia.com</a> ,  <a href="mailto:tarun.goel@concorindia.com">tarun.goel@concorindia.com</a>,<a href="mailto:gururajsk@concorindia.com">gururajsk@concorindia.com</a></p> <p><b>CONCOR : DCT Turbhe.</b></p> <p><b>Mr.Pulkit Trivedi</b>  Tel: – 022-27844845 / 847, Fax: 022-27844245  Email: <a href="mailto:pulkitrivedi@concorindia.com">pulkitrivedi@concorindia.com</a></p>
<p><b>Ashvin &amp; Co. Change Of Address (TEMPORARY): G-11,Ground Floor, Shri Niwas Building, Next to Indubhavan Building, Opp. CKP Bank, Prathana Samaj Road, Vile Parle (E), Mumbai 400057.</b></p> <p><b>Mr.Ashvin Shah(Proprietor)</b>  <b>Cell :9820133274.Tel.26107515.</b>  <b>E-mail : <a href="mailto:ashvinauction@yahoo.co.in">ashvinauction@yahoo.co.in</a> / <a href="mailto:info@ashvinauctioneers.com">info@ashvinauctioneers.com</a></b></p>	



## **GENERAL TERMS & CONDITIONS OF SALE**

- 1. SELLER** – Seller referred in these conditions of sale, is the Department of Customs through their officers AND/OR the Custodian, Container Corporation of India Ltd.(hereinafter referred to as CONCOR) All Payments are to be drawn in favour of the Custodian i.e. **Container Corporation of India Ltd.**
- 2. AUCTIONEER** – is an agency appointed as an auctioneer to facilitate Tender cum Online auction on Internet by the Custodian. They are expected to facilitate organising and conducting an auction and are considered as third party not particularly interested in the item being sold for and on behalf of the Container Corporation of India Ltd.
- 3. BIDDER** - Any person representing as an individual OR as proprietor OR as a partner OR as an authorised representative of any company and who is paying the Earnest Money Deposit (EMD) and getting Registration with ASHVIN & COMPANY. is considered as a registered bidder. One individual can represent as a bidder on his own behalf or on behalf of his company. But the bidder cannot register separately for self & company at the same time. Bidder must read the terms and conditions of the auction sale very carefully and then only place his signature on the form given in Annexure I, i.e. "Acceptance Form". Bidder is also expected to record address, Pan No., Sales Tax/VAT Registration/TIN No., Telephone Numbers, Fax No, E-Mail address, as all the communication would be forwarded only at that address.

## **PARTICIPATION**

### **4. Internet Auction: -**

The prospective bidder has to register with the auctioneer ASHVIN & COMPANY on production of hard copy of application, photograph, duly attested PAN copy of Application, VAT Registration Certificate, Shop Establish Registration, and Income Tax Acknowledgement Return copy of last Income Tax Files. The prospective bidder shall have to deposit Earnest Money Deposit (EMD) of Rs.10,00,000/ for All lots at all locations or Individual EMD as mentioned against individual lot of the above locations by Demand Draft / Pay Order on any Scheduled / Nationalised Bank /Scheduled Co-operative Banks Drawn in favour of "**Container Corporation of India Ltd.**" payable at Mumbai for ICD Mulund (East), CFS-DRT, ICD Pithampur & DCT Turbhe. The EMD will be accepted in the office of ASHVIN & COMPANY only from 27.06.2017 to 05.07.2017 till 15hrs only please note no EMD will be accepted after that.

Alternatively, the Bidder can deposit the Earnest Money Deposit Amount to the Account of Container Corporation of India Ltd.( A/c No. 008281400000417 – YES BANK LTD. in any of its core Branches in India.) and submit the Deposit Slip to ASHVIN & COMPANY / CONCOR. The RTGS request details to be given to bank are as under:-

<b>Beneficiary Name</b>	<b>: - CONTAINER CORPORATION OF INDIA LTD.</b>
<b>Beneficiary A/c No.</b>	<b>: - 008281400000417</b>
<b>Beneficiary Address</b>	<b>: - NEW ADMINISTRATIVE BLDG, 5<sup>TH</sup> FLOOR D.N.ROAD, MUMBAI 400 001</b>
<b>Bank</b>	<b>: - YES BANK LTD.</b>
<b>Beneficiary Bank Branch</b>	<b>: - Horniman Circle, MUMBAI.</b>
<b>Beneficiary Bank IFSC Code</b>	<b>: - YESB0000082</b>

**CASH WILL NOT BE ACCEPTED.**

## 5. Sealed Tender Process

To Participate in Tender Auction, the tenderer has to pay Earnest Money Deposit (EMD) of 10% of Bid Amount along with duly filled, signed and sealed Tender format as given in Annexure A and Acceptance form as given in Annexure-I. The EMD should be paid by Pay Order/Demand Draft drawn on any Scheduled / Nationalised / Scheduled Co-operative Bank Drawn in favour of "**Container Corporation of India Ltd.**" payable at Mumbai. The Sealed Tenders will be accepted in CONCOR ICD Mulund-East (for Mulund East Lots), CFS-DRT (for DRT Lots), ICD Pithampur (for Pithampur Lots) & DCT Turbhe (for Turbhe lots). **For Tenders submitted at ICD Pithampur, the DD/Pay Order should be payable at Indore.**

The tender form shall be either type written or written neatly in indelible ink. All rates must be entered in words as well as in figures. Any corrections should be duly signed by tenderer. In case there is any discrepancy between amount in word & figures the amount in words will be taken as base.

The sealed tenders will be opened in the office of CONCOR ICD Mulund-East (for Mulund East Lots), CFS-DRT (for DRT Lots) ICD-Pithampur (for Pithampur Lots) & DCT-Turbhe (for Turbhe Lots) on **7<sup>th</sup> July, 2017 after closure of E-Auction of the respective depots** in presence of two officers from CONCOR & one from Customs for locations Mulund, DRT, Pithampur & at DCT-Turbhe in presence of two officers of CONCOR.

Sealed Tenders without **Earnest Money Deposit or incomplete tender shall be summarily rejected.**

**Bidder has option to make the EMD payment by one combined DD/Pay Order irrespective of the number of lots for which he is submitting the tender. However, it may be noted that When a bidder is submitting Tender for more than one lot his EMD of unsuccessful lot will be adjusted against balance payment of other lots in which he is a successful bidder.**

## 6. EMD Forfeiture

Bidder participating for all lots has to make the balance payment & take delivery of all the lots allotted to him. In case for any of allotted lot, bidder doesn't take delivery of lot, the EMD applicable for that particular lot will be forfeited. In case bidder is participating for more than one lot & becomes successful bidder for one or more lot the EMD will be adjusted to the extent of bid amount of the last lot pending for clearance.

In case bidder is participating for one lot & become successful bidder for one lot but fails to make the balance payment then EMD paid for this lot will be forfeited.

**In the event of any dispute with regard to non-lifting / non-availability of inspected materials etc. and forfeiture of EMD, ASHVIN & COMPANY will not be held responsible for the loss / forfeiture and purchaser shall keep ASHVIN & COMPANY fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others**

7. On payment of Earnest Money Deposit along with the submission of "Acceptance Form" **ASHVIN & COMPANY** will provide User – Identity and Password to enter into Website **www.ashvinauctioneers.com** for the DEMO/ MOCK e-auction and Actual Online Auction method of Bidding. **In case Auction Catalogue downloaded from Internet is used for registration, bidder has to pay additional amount of Rs.100/- + 6% VAT or GST as applicable along with EMD to ASHVIN & COMPANY**

8. Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy.
9. Bidders are advised to change the Password. Refer the “Steps of Actual Bidding Procedure”.
10. EMD will be returned to un-successful bidders on day as mentioned in the Schedule. The un-successful bidders will have to collect the P.O/DD paid as Earnest Money Deposit from CONCOR Office.

### **CONDITIONS OF SALE**

11. Goods are being sold on 'AS IS and WHERE IS and WHATEVER IT IS BASIS' and “NO COMPLAINT BASIS”
12. All the E-Auction lots are subject to “Reserve Price” fixed by seller's i.e. Container Corporation of India Ltd. The highest bid for each lot shall be subject to confirmation by the Seller. **Management of Container Corporation of India Ltd. reserves the right to accept or reject any offer for any reason whatsoever or even without assigning any reason.** In the event of any dispute at last or highest bid, the same shall be resolved by Container Corporation of India Ltd. And if need be the particular lot/ lots in question may be re-auctioned. **The conditions applicable for specific lots have been mentioned in respective annexure.**
13. The lot or lots shall be removed in full from the site with whatever faults and flaws in description or otherwise and no selection or sorting of the material will be allowed. Quantities, Quality, sizes, measurements, numbers and weights stated are approximate. Weights mentioned for all the lot is “Gross Cargo Weight” in KGS. **Cargo will be sold on Lot Basis only. Weightment of auction lots will not be permitted.**
14. Container Corporation of India Ltd. / ASHVIN & COMPANY does not give warrantee or guarantee of the Quantity, Quality, and Chemical composition etc. of each individual item in the lot or about the “End Use” or fitness for a particular purpose.
15. Goods are sold on the assumptions that the bidder has inspected the lot prior to bidding and know what he is bidding for. No complaint shall be entertained after the lot is allotted.
16. Goods may be sold singly or by clubbing them in lots as suitable, convenient and advantageous in opinion the of Container Corporation of India Ltd. Lot will be put up for auction as per convenience of management of Container Corporation of India Ltd. & it is not obligatory to go serially.
17. Where specimen samples are shown it is clearly understood that the quality of the material inside the container/ boxes/ cartons/ bales/ cases/packages/bags etc. may not necessarily be of exact quality, quantity, weight, size, dimensions, specifications, features etc.
18. **Any lot or part thereof may be withdrawn from the sale at any time before it is actually physically delivered out of the campus without disclosing any reasons for such withdrawal. However, if any payment has been made it would be refunded without Interest.**
19. ASHVIN & COMPANY runs its business on the basis of a robust Website. However, ASHVIN & COMPANY is out-sourcing server space from a third party hosting company and hence shall ensure the smooth running of the website in all good faith and intention. CONCOR/ ASHVIN & COMPANY will not be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise at Bidder's end or at CONCOR/ ASHVIN & COMPANY directly or indirectly affecting online method of Bidding.

20. ASHVIN & COMPANY./CONCOR takes no responsibility of the quality, quantity, documentation details of Buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless ASHVIN & COMPANY from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall ASHVIN & COMPANY be liable for any loss for the transactors by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that ASHVIN & COMPANY has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations to be followed from time to time etc. Since ASHVIN & COMPANY does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. ASHVIN & COMPANY is only an e-commerce service provider, and cannot be party to or control in any manner any transactions between the Seller and Bidder. ASHVIN & COMPANY shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.
21. The Seller/Bidder agrees to limit the liability of ASHVIN & COMPANY. for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of ASHVIN & COMPANY. to the Seller/Bidder shall not exceed it's total fee receivable from the Seller/Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

## **ANNOUNCEMENTS**

22. Announcements during the auction including announcement of additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the Container Corporation of India Ltd.and it will be binding on the bidder.

## **LOT CONFIRMATION.**

23. **All the lots are sold on Subject to Approval Basis (STA).** Lot confirmation will be primarily through e-mail. Date of Sending of E-Mail/Fax will be considered as date of intimation. However, the participants should read the note mentioned below each annexure (annex II to V ) before bidding. **In case NOC by any Government agency is refused the EMD deposited for that lot will be refunded to the bidder WITHOUT INTEREST.**
24. **For all the lots confirmation will be informed to the bidder on 25<sup>th</sup> July, 2017 by E-Mail/Fax followed by courier.**

## **25. VALIDITY**

The Online auction bidders and Tender bidders must keep their bids valid for a period of **180 days (One Hundred and Eighty Days)** from the date of closing of e-Auction excluding the date of closing. In case the 180<sup>th</sup> day falls on a holiday or remains closed for CONCOR, such Bids will be deemed to be automatically extended to be valid up to the next working day of CONCOR. (depending on approval of bid by Customs)

26. **Time Extension:** If any market-leading bid (bid higher than the highest at the point in time) is received within the last 3 minutes ("Time Extension" as mentioned in the Bidding Room ) of closing time, **the time will not be extended and Auction will be closed automatically.**

**27. Training:** ASHVIN & COMPANY will provide training (on-line) if required by the bidders at a mutually convenient date and time before the Auction.

**28. Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw or cancel the bid for whatever reason **and no communication will be accepted.** If done so, the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. **Bidders may please note that in the event of a manual bid amount matching that of an Maximum limit of auto-bid, the manual bid will prevail and be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.**

**29. Auto Bid:**

Auto Bidding feature is a feature to safe guard the bidder's interest of any Internet failure or to avoid last minute rush. This feature allows Bidders to place an automated bid against other Bidders in an auction for each Lot and bid without having to enter a new amount each time a competing Bidder submits a new offer for any particular Lot.

The bid amount that a Bidder enters is the maximum at that point of time that the Bidder is willing to offer for a particular Lot. Here the software bids on behalf of the supplier.

- The auto-bid amount is the maximum amount that the Bidder is willing to offer.
- Bids are submitted in increments (increasing bid amounts). The application automates auto bidding by processing auto bids automatically, according to the increment that CONCOR originally established when creating the auction, submitting offers to the next bid increment each time a competing Bidder bids, regardless if competing bids are submitted as auto or manual bids.

**PAYMENT OF BALANCE MONEY**

**30.** For all the lots the bidder should pay the Balance of the purchase price directly to "Container Corporation of India Ltd." at the respective location. Auction Sale Invoice will be issued by respective location to which the lot pertains. Bidder has to make all the balance payment as applicable in case of destuffed deliveries as per EXIM Tariff /Domestic Tariff as the location may be along with all applicable taxes & statutory levies, Container destuffing charges, Cargo loading charges, etc. as applicable at the concerned location at the time of physical delivery of cargo. The Successful bidder has to produce copy of intimation letter issued by ASHVIN & COMPANY while making the balance payment. The balance payment will be accepted by way of Pay Order/Demand Draft drawn on any Scheduled / Nationalised / Scheduled Co-operative Bank drawn in favour of "Container Corporation of India Ltd." payable at respective location. The balance payment for an amount maximum upto Rs. 15,000/- per lot will be accepted in "Cash" & balance payments above Rs. 15,000/- per lot will be accepted by way of Pay Orders/Demand Drafts only. **The successful bidders have to make the balance payment during 26<sup>th</sup> July to 02<sup>nd</sup> August, 2017 during 10:00 AM to 6:00 PM (excluding Sundays & holidays). In case where NOC from any Government Agency has to be obtained either by Bidder or by CONCOR then the payment period will begin from the date on which such an NOC has been issued by the concerned agency. In such cases the Customs procedure, cargo delivery schedule will be decided subsequently.**

**31.** In case a NOC required for any lot from regulatory bodies or Government Agencies for confirming the sale and NOC is refused, the EMD deposited for that lot will be refunded to the bidder WITHOUT INTEREST by CONCOR.



32. If no Intimation reaches for reasons beyond our control the Buyers are expected to take efforts to find out status before the last day. Non-receipts of Intimation should not be an excuse for non-payment.
33. If the purchaser fails to make payment and/or take delivery of the material, Container Corporation of India Ltd shall have the right to auction the un-delivered material immediately in the next auction without any intimation to the successful bidder and the **EMD amount** along with balance payment made (ie including VAT/Sales Tax, Octroi, Cargo Handling Charges with Service Tax/Cess ) deposited by the bidder shall be forfeited.

### **INCIDENTAL/ OTHER COSTS**

34. The cost of material handling i.e. loading charges along with all applicable taxes and statutory levies that are applicable at the time of physical delivery of cargo, shall be borne by the bidder and payment has to be made to Container Corporation of India Ltd. at the rate prevailing at the time of taking delivery.

### **TAXES**

35. All bids invited are for the net amount accruable to Container Corporation of India Ltd. and relevant taxes, levies, etc. except Customs Duty shall be payable by the bidder and these taxes shall be treated as extra and are expected to be paid as per payment schedule given in 30 above before taking delivery.
36. It is expressly made clear that, all the taxes/ statutory levies etc. shall be borne by the bidder before taking the delivery of the lots.

### **DELIVERY**

37. **Bidders must make the full payment as per above schedule since CONCOR has to complete further Customs procedure between 03<sup>rd</sup> August 2017 to 11<sup>th</sup> August 2017 Delivery of goods will commence effectively from 12<sup>th</sup> August 2017 to 25<sup>th</sup> August, 2017 (on working days excluding Sundays & holidays during 10 AM to 6 PM). In case there is a delay in completion of Customs Formalities, the delivery period will be extended accordingly.**
38. The goods shall be lying in the premises after the conclusion of the bidding at the sole risk and cost of the purchaser in all respect and the purchaser should take the delivery at his own expenses at the earliest and in any case not later than the period prescribed above
39. The successful bidder shall produce the **copy of the Intimation letter issued by ASHVIN & COMPANY/** Auction Sale Invoice issued by Container Corporation of India Ltd. for proper identification of bidder at the time of taking delivery of the material. It is therefore, the responsibility of the bidder to keep the documents in safe custody. The person who has collected the material from Container Corporation of India Ltd. by producing the **copy of the Intimation letter issued by ASHVIN & COMPANY /** Auction Sale Invoice, if subsequently found to be illegal possessor / producer of the documents Container Corporation of India Ltd. shall in NO WAY be responsible.

40. Container Corporation of India Ltd. may give extension of time at their discretion by charging Terminal Service Charges (Loaded)/Cargo Storage Charges as per the prevailing Rates (as given in Public Tariff ) for a maximum period of two calendar days after the expiry of stipulated schedule dates as given in 37 above. Thereafter EMD alongwith entire balance payments made for this lot will automatically stands forfeited.
41. Container Corporation of India Ltd. will not be in any way responsible for failure to delivery the goods as per delivery schedule due to causes beyond their control such as change in Govt. Policy, strikes, lockouts, cessation of labour, shortened hours, act of God or other causes or contingency whatsoever. The bidder shall not be entitled to cancel the contract & the period of delivery shall automatically be extended accordingly.
42. In case the Purchaser does not present himself for delivery and desires that the delivery may be given to a representative having a Power of Attorney on a non-judicial Stamp paper duly executed by a Notary Public or any Law Court Judge or Magistrate may be furnished to CONCOR Administration at the time of taking delivery of the material.

### **SHORTAGE**

43. Goods are being sold on "As is and Where is and whatever it is basis" on "Lot basis". Weights indicated OR quantities recorded in the catalogue are approximate. ASHVIN & COMPANY / Container Corporation of India Ltd shall not take the responsibility with reference to weights and measurements and quantities, qualities etc. Bidders are participating for the lot, which is offered. The decision of Container Corporation of India Ltd. Shall be final and binding in this regard.

### **EXCLUSIVE RIGHTS**

44. Container Corporation of India Ltd. reserves the right to modify and amend 'Terms and Conditions' and announce the same if need be while the auction is in progress or prior to commencement of auction.
45. **Container Corporation of India Ltd is not bound to accept the highest offer.**

### **GENERAL**

46. Employees of CONCOR / ASHVIN & COMPANY are barred from participating in the On-line sale, unless otherwise approved by CONCOR Management.
47. Auction Sale Invoice will be issued in the name of the original bidder as recorded in the "Acceptance Form". Any further correspondence will be only with the bidder name and address as recorded in the "Acceptance Form".
48. Bidders and his men are subject to the security rule of CONCOR in force while in the CONCOR premises. The Bidder, workmen, agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the premises and the bidder shall be liable for the good conduct, Safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
49. The bidder shall be responsible for any damage that may be done to premises / fittings of sellers in the course of removing the lot or lots purchased by them. The authority may at its option arrange to make good such damages and the bidder shall pay for the same on demand.

50. In case the bidder wants to engage his own workers for loading the cargo within the sellers' premises they will be governed by the labour laws and rules, Factory Acts and Rules and Sellers Safety / Security Rules as applicable. It shall be the responsibility of bidder to see that the statutory provisions are complied with.
51. In the event of failure on the part of the successful bidder to fulfill his contractual obligations, CONCOR / ASHVIN & COMPANY reserve the right to debar such bidder from participating in any future auction/tender auction on behalf of Container Corporation of India Ltd.
52. In case of accidents etc. to the bidder/labour/ or his representatives CONCOR / ASHVIN & COMPANY will not at any time be responsible for any injuries caused due to accident within CONCOR premises or at the place of work of the owner either to the buyer or his representative / labour etc., and the bidder will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the bidder to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials.
53. CONCOR / ASHVIN & COMPANY will not be liable for any claim and bidder shall keep CONCOR / ASHVIN & COMPANY fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
54. No gas cutting equipments or any equipment, which are likely to cause damage, will be allowed in the seller's premises. The decision of the Officer or his authorized representative shall be final in this regard.
55. Segregation of material will not be allowed in seller's premises. Breaking/Cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller's officials.

### **DISPUTES**

56. In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by the **Container Corporation of India Ltd.** and the Arbitration proceedings would be governed by 'Arbitration and Conciliation Act' 1996.
57. The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute and shall be paid in advance to arbitrator. The jurisdiction for appealing against the award in a court, or any other proceedings under the Arbitration Act, shall be that of courts in Mumbai City only.

### **DEMO/ MOCK Auction**

58. For Bidders who have indicated non-familiarity with e-Auction, training on a DEMO/ MOCK Auction will be arranged with prior appointment.
59. Only those Bidders who have registered themselves for the Auction by submitting the "Acceptance Form" and have paid the EMD can participate in this Auction.
60. No training will be given during the day of Actual e-Auction.

**A Note of caution for the Bidders** may encounter certain unforeseen problems such as time-lag, heavy traffic, system/power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment. You can also opt for Auto-Bid option. Bidders may go through the given below 10 steps for E-Auction Bidding Procedure by ASHVIN & COMPANY.



### Steps for Actual Bidding Procedure

1. Go to [www.ashvinauctioneers.com](http://www.ashvinauctioneers.com) New Bidders please register themselves by clicking on New User Button and M/s Ashvin & Company will activate the account after receiving the mandatory documents (i.e. attested copy of Company Pan Card Copy, Letter Head, VAT/CST Registration)
2. At First to Enter in the bidder room use/enter your own - "user name" and "Password" which was entered during bidder registration. If forgotten intimate M/s Ashvin & Company and M/s Ashvin & Company will reset and the system generated e-mail will be provided to bidder registered e-mail id.
3. Auction Room: After paying EMD a key will be sent to the bidder registered e-mail id. A key is to be inserted in Auction Room Login Button & bidder will be entered in Auction room on the starting date and time of auction.
4. Click on to place bid
5. This will take you to the Bidding Page. A separate Window opens which is the auction room.
6. **Manual / Auto Bid Now Start Bidding.** Bidder can either Bid Manually OR can use Auto-Bid. (In Auto bid, the computer will bid on bidders behalf up to that value bidder has given.)
7. In the Manual Bid option, bidder can put his bid in the text box available for each ITEM and submit it every time. A bid confirmation pop up box will appear to confirming whether bidder want to go ahead with the bid posted or not. **If bidder confirms the bid, his bid will be posted.** If his bid is accepted, that will be displayed in "Your bid" column on your right side screen. Also the highest bid amount will be displayed in "Highest bid" column. If bidder is the highest bidder at the time, **"Your Bid" column will be highlighted with "green" background.**
8. During the auction, the current highest bid of the bidder, the bid status and the bid history can be viewed on the screen all the times. Bids can be placed at the specified time mentioned during the auction day.
9. Enter your starting bid amount in "Your Amount" text box, the minimum increment is a optional text box by default it will take the minimum increment amount which is fixed by the Container Corporation of India for that lot Enter the maximum amount in the "Maximum Ceiling Amount" text box. Submit your **auto bid** after filling all the above values.
10. Bidder can see his Bid Value and the Highest Bid Value for a particular lot after bidding once.

**sd/- CHIEF GENERAL MANAGER  
CONCOR Western Region**



**Annexure I**

**Document No.-----**

Format of Acceptance Form to be duly filled and submitted along with visiting card at any of the offices of ASHVIN & COMPANY along with Earnest Money Deposit (EMD) for E-Auction and along with "Offer for Tender" in case of sealed Tenders.

*Note- All entries compulsory*

**Acceptance Form**

**DATE:** \_\_\_\_\_

I/We confirm having

- 1) Gone through the above-mentioned terms and conditions and agree to take part in the Online Forward Auction for sale of Unclaimed /Uncleared Import/Export Cargo /Domestic cargo/Damaged Empty containers by CONCOR
- 2) I have read the terms & conditions mentioned in the catalogue & I confirm that, I have understood the same very clearly. There is no ambiguity whatsoever & they are acceptable to me & shall be binding on me.
- 3) The decisions taken by representatives of Customs/CONCOR as a Custodian in all respects shall be binding on me.
- 4) I also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.
- 5) I note with due care that the Auctioneer shall be making the announcements of correction with the consent and knowledge of the Customs/Custodian and auctioneer shall not be liable for these last minute change.
- 6) Having inspected the material and satisfying the condition and type of the same, I/we agree to take part in this Online Auction on an "AS IS WHERE IS and WHATEVER IT IS BASIS" and "NO COMPLAINT BASIS".
- 7) I/We also understand that I/we am/are legally bound to purchase the material at the Price at which I/we place the bid.

**Name of the Company** \_\_\_\_\_ **USER ID** \_\_\_\_\_ -

**Contact Person(s)** \_\_\_\_\_  
**Designation** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_

**Sales Tax Registration No. / TIN No/GST No.** \_\_\_\_\_

**Phone/ Fax** \_\_\_\_\_ **Mobile No.** \_\_\_\_\_

**E Mail** \_\_\_\_\_

**Are you familiar with eAuction bidding? YES/NO**

If NO, attending a Mock e-Auction with prior appointment is mandatory.

And in an event the Mock e-Auction is not attended, NO COMPLAINTS will be entertained.

In the event of any above information being found in-correct/ in-complete the Participation shall be liable to cancellation by the CONCOR at any time and I/we shall not be entitled to any claim for Refund arising from the same.

Sr.	Lot No.	DD/PO No.	Bank Name	Branch	Dated	EMD Amount

In case of not being successful, the Refund of DD's to be payable at \_\_\_\_\_

**Signature of Authorised Signatory with Name and Seal.**



**Annexure 'A'**  
**OFFER BY TENDER**

**Name of the Tenderer: -**

**Address: -**

Lot Sr.	Lot No.	Amount (In Figures)	(In Words)	Amount (in Words)	EMD (10% of the Amount) (In Figures)	EMD Amount (In Words)	DD No. & Date	Bank

**Tenderers interested in more than one lot & making payment of one combined DD must take note that the balance payment due for allotted lot will be adjusted from the DD deposited. In case the DD deposited is more than balance payment due the differential amount will be refunded after delivery of all lots allotted to the party is completed.**

**Tenderers are advised to clearly record lot number, name & full address of the tenderers in bold letter on the envelope.**

**As a Tenderer, I have accepted Terms & conditions mentioned in the Catalogue.**

**Signature & Seal of Tenderer :**

**Place :**

**Date :**