

**CONTAINER CORPORATION OF INDIA LTD
NORTHERN REGION**

Inland Container Depot, Tughlakabad, New Delhi – 110 044

Tel: 011 – 26368083, Fax: 011 - 26368085

Web Site: www.concorindia.co.in **Email:** nr.ro@concorindia.com

AUCTION CONDUCTED BY :

SYNISE TECHNOLOGIES LTD.,

C/o Bharat Forge Ltd., Antriksh Bhavan,

14th Floor, 22, Kasturba Gandhi Marg, New Delhi.

Tel: 011 – 23313862, Fax: 011 - 23357083

E-mail: lalitl@synise.com **Website:** www.synise.com

CONCOR SEALED TENDER-CUM-ONLINE AUCTION SALE

M/s. Synise Technologies 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. **M/s Container Corporation of India Ltd (CONCOR)** will sell Various Types of Uncleared/unclaimed imported cargo brought into India and Scrap Items, Damaged Empty Containers, through Sealed Tender Cum Online Auction.

SCHEDULE OF PROGRAMME

ONLINE AUCTION NO: 20/27TH March,2017/CONCOR/SYNISE/2016-17

Inspection of Materials Location Name, Date & Timings	ICD/TKD - 21/03/2017 &22/03/2017 Time for inspection from 10:00 hrs to 16:00 hrs.
Venue of Inspection	ICD/TKD - Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020.
Submission of Tenders	Tenders to be submitted in the Tender Box placed at respective terminals.
Online Auction Date & Time	<u>27.03.2017</u> Lot No. 01– 12:31 hrs to 13:00 hrs.
Earnest Money Deposit	Rs. 5,00,000/- (Rupees Five Lakhs Only) to be paid for a block of 10 Lots. The bidder would be allowed to Participate in 10 Lots of his choice. Rs. 10,00,000/- (Rupees Ten Lakhs Only) to be paid for participating in more than 10 lots. EMD to be deposited latest by 17:00 hrs on 24.03.2017. NOTE: AS PER THE TERMS & CONDITIONS OF SALE, ONLY ONE ACCEPTENCE FORM WILL BE ACCEPTED FROM ONE BIDDER FOR ONE LOCATION.
Venue & Date for Opening of Sealed Tender	11:30 hrs on 28.03.2017 at respective terminals. Note: If 28.03.2017 is a holiday or due to any specific reason, then tenders would be opened on next working day at same time.
Tender Cum Online Auction Result	The Provisional Result of the auction will be displayed on website (www.synise.com) on 17.04.2017 or later.

NOTE :-



DETAILS OF LOT OF CONTAINER / CARGO PUT UP FOR SALE, SECURITY DEPOSIT AND TIME SLOT WILL BE AVAILABLE ON www.synise.com & www.concorindia.co.in.

**SEALED TENDER CUM ONLINE AUCTION,
CONTAINER CORPORATION OF INDIA LTD. – Northern Region
Ref.No.: 20/27.03.17 /CONCOR/SYNISE/2016-17**

Container Corporation of India Ltd., Northern Region shall be auctioning unclaimed/uncleared imported cargo landed at respective terminals of CONCOR through Sealed Tender Cum Online Auction (E-Auction) as per following terms and conditions. **M/s Synise Technologies Ltd.** is organizing Internet Auction on behalf of **M/s Container Corporation of India Ltd.**

GENERAL TERMS & CONDITIONS OF SALE

The sale of cargo shall be done by combining the outcome of on line auction and sealed tender process.

1.1 DEFINITIONS

SELLER – Seller referred in these conditions of sale, is the Custodian, Container Corporation of India Ltd. Inland Container Depot, Tuglakabad, New Delhi (hereinafter referred to as CONCOR).

AUCTIONEER – **M/s Synise Technologies Ltd.** having its Registered Office at Synise Technologies Ltd, “Omkar”, Plot No. A–8, Shivtirth Nagar, Paud Road, Kothrud, Pune 411038 and is an agency appointed as an auctioneer to facilitate auction on e-auction/ Internet by the Custodian on their website www.synise.com They are expected to facilitate organizing 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.

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 Registering himself on the website www.synise.com and paying the stipulated amount of Earnest Money/Security Deposit to decide/ set their bidding Limits is considered as a Registered Bidder. One individual can represent as a bidder on his own behalf and on behalf of other persons/ companies provided he registers himself in those capacities separately i.e. for each representation he should pay separate stipulated Earnest money and set the Bidding Limits. But he can't register separately for himself & company at the same time.

1.2 PARTICIPATION

- i) Only REGISTERED Bidders are allowed to participate in the on-line auctions. To become REGISTERED Bidder one needs to register with the auctioneer www.synise.com either on-line **OR** at the registered office of the Auctioneers as mentioned herein above.
- ii) Registered Bidders will be required to FAX a duly signed copy of the Form “**Acceptance to Participate Form**” given in Annexure –1 to the office of the Auctioneer thereby giving their consent to terms and conditions of the Online Auction Sale. Fax Number 011-23357083. **The Auctioneer will activate bidders ONLY on receipt of the signed Registration Form.**
- iii) **Please enter a valid e-mail ID** in the Registration Form. All e-mail communications will be forwarded to the e-mail ID entered in the Registration Form.
- iv) **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 will be in force & 3 Minutes is an example) of closing time, the time will be extended automatically by 3 minutes.
- v) **Auto Bid:**
 - a) Auto Bid facility is provided for bidders intending to place a maximum value for a lot/lots.
 - b) Auto bid is not a confirmed bid. It is only the maximum ceiling amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is out bid, upto the ceiling set by him.

- c) Once auto bid is set, the auction engine will consider the ceiling amount for the next possible Bid only, depending on the highest bid prevailing at that point of time and the increment amount prescribed for that particular lot.
- d) Bidders may please note that in the event of a manual bid amount matching that of auto bid, the manual bid will prevail and be considered.

1.3 **EARNEST MONEY DEPOSIT (EMD):**

- i) To participate in an Online-Auction, Registered Bidders have to deposit an Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakhs Only) against a block of 10 lots. The bidder would be allowed to choose the 10 lots for which the bids would be allowed. Rs. 10,00,000/- (Rupees Ten Lakhs Only) is to be paid for participating in **more than 10 lots by 24.03.2017 by 17:00 hrs.** Only one Acceptance form will be accepted from one bidder.
- ii) Bidders/Sellers may note that any payments by DD/PO or any other means towards EMD/Security Deposit or other purposes received by **M/s Synise Technologies Ltd.** on behalf of Seller/Bidder shall be handled in good faith and intention. However, **M/s Synise Technologies Ltd.** shall not be responsible for the loss of the DD/Cheque from its custody due to reasons beyond its control such as fire, theft, burglary, loss in transit, accident, war, riots, civil commotion, any terrorist activity, any natural calamity, adverse weather and climatic conditions etc.

1.4 **MODES OF PAYMENT OF EARNEST MONEY DEPOSIT (EMD)**

- i) The Earnest Money Deposit can be deposited by **Demand Draft OR Pay Order** to be submitted by **17.00 Hours on 24.03.2017** – drawn in favour of “**Container Corporation of India Ltd**” payable at **respective cities**, in any branch of **M/s Synise Technologies Ltd.**

<p>Synise – Pune (H.O.), “Omkar”, Plot No. A-8, Shivtirth Nagar, Paud Road, Kothrud, Pune 411038. Help Desk (Pune) : Mrs. Rita / Sonali Dure – Ph : 020-30277533. Mr. Ashok Patil – 08308810317. Mr. Khandu – 020 – 30277509.</p> <p>Synise –Delhi Branch Helpdesk :- Mr. Vikas 011-23313862, 8826095141. Mr. Lalit Lal – 9999218747, laliti@synise.com Mr. Vikas Singh – 8826095141, vikass@synise.com Mr. Basrullah Ahmed – 9210909524, swapnils@synise.com</p>	<p>Synise - Mumbai Branch Mr. Abhijit Naik – 08308810302, abhijitn@synise.com</p> <p>Synise - Calcutta Branch Mr. Hossain – 9831011352, hossanm@synise.com</p> <p>Synise - Chennai Branch Mr. N. Riyshivarsun – 9092050777, riyshin@synise.com</p> <p>Synise - Bangalore Mr. Vashant – 08123909811, vashantk@synise.com</p>
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- On conclusion of the Auction the unsuccessful bidders will be returned their EMD amount immediately by returning the draft issued in favour of “**Container Corporation of India Ltd**”.
- ii) On Payment of EMD along with the submission of “Acceptance to Participate Form” (Attached with catalogue) the User – Identity and Passwords of the Registered Bidders will be **ACTIVATED** to participate in the Online Auction method of Bidding.
- iii) The full amount of EMD will be forfeited without any further notice, if the highest bidder fails to deposit the balance Security Deposit (SD) against any lot (irrespective of the number of lots for which he is the highest bidder) within the specified period after display of results on the website. **EMD is also liable to be forfeited in case of wrong bids.**
- iv) For the benefit of bidders for on line auction, Demo will be available on the site from 10.30 A.M. to 11.30 A.M. on **27.03.2017.**

- v) 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 is binding on the bidder.

2.0 SEALED TENDER PROCESS

- i) To enable the bidders who are not familiar to participate in Internet auction or who want to participate in sealed tender process, participation through sealed tender has been provided in sealed tender cum online auction sale.
- ii) The tender form (Annexure– 2) along with the 20% of quoted value as Security Deposit (SD) in the form of crossed Demand Draft or Pay Order of any Scheduled/Nationalized Bank drawn in favour of Container Corporation of India Ltd. payable at respective cities will be accepted for any lots up to **12:00 hrs on 27.03.2017** at Office of the Chief Manager/Terminal Manager, of the respective terminals.
Sealed bids without Security Deposit OR bids with Security Deposit paid by cheque/cash shall be summarily rejected.
- iii) Container Corporation of India Ltd. shall not be responsible for delay, loss or non-receipt of tender document sent by post either way.
- iv) Tenderers should submit separate envelopes containing **Security Deposit** and tender form for each lot and clearly record lot number, Name and Full Address of the tenderers in bold letter on the envelope(s).
- v) The tenderers should sign the tender form and indicate on the tender form in which capacity and authority he/they signs/sign and submit/submits the tender and the authorization letter/power of attorney should be submitted along with the tender form.
- vi) 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 and with all corrections initialed.

3.0 CONDITIONS OF SALE

- i) Goods are being sold in lots on '**AS IS WHERE IS BASIS**' and "**NO COMPLAINT BASIS**".
- ii) The highest bidder will be normally offered the goods subject to approval of auction committee. However auction committee reserves the right to accept or reject any offer for any reason whatsoever or even without 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.
- iii) Bidders/Tenderers will not be allowed to admit any other person or assign, or sublet in any manner, the interest in the contract, after getting the offer.
- iv) 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 wherever stated are approximate.
- v) CONCOR does not give warrantee or guarantee of the Quantity, Quality, Chemical composition of each individual item in the lot or about the "End Use" or fitness for particular purpose.
- vi) Goods are sold on the assumption that the bidder has inspected the lots prior to bidding and know what he is bidding for. No complaint shall be entertained after the lot is allotted to him.
- vii) 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 online auction/tender as per convenience of management of Container Corporation of India Ltd. & it is not obligatory to go serially.
- viii) Where specimen samples are shown it is clearly understood that the quality of the material inside the container/boxes/cartons/bales/cases etc. may not necessarily be of exact quality, quantity, weight, size dimensions, specifications, features etc.
- ix) 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 the reasons for such withdrawal. However, if any payment has been made it would be refunded without Interest.
- x) CONCOR/Synise 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/Synise directly or indirectly affecting online method of Bidding.
- xi) **The online bidders are advised to exercise caution while bidding for the lots and satisfy themselves that the bids placed are for the correct lot before submission of the online bids. Subsequent claims by**

the bidders that they had placed wrong bids for any reason would not be entertained and the full EMD amount will be forfeited without any further reference.

4.0 OPENING OF SEALED TENDER AND DECLARATION OF AUCTION RESULTS

The Sealed tenders shall be opened at the respective terminals of CONCOR at 11:30 hrs on **28.03.2017** in presence of Tenderers/Bidders of online auction who wish to be present at the time of opening. The provisional result of successful bidder/tenderer will be displayed on the website www.synise.com on **17.04.2017** or later and the final result will be declared after clearance/approval from Customs Dept. The results will be displayed in the following manner.

CODE	STATUS
OK	Accepted Bid
STA	Subject to approval / Provisional acceptance
R	Rejected Bid

However, final confirmation of Bid acceptance will be done only after clearance by Customs. The EMD/SD in respect of the rejected lots will be returned to the bidders immediately by returning the draft or by issuance of cheque.

5.0 SECURITY DEPOSIT

After display of results on the website, the successful bidders will be required to pay the **Security Deposit** as follows:

- 30% of the bid Value in case of **OK /accepted Lots.**
- 20% of the bid value in case of **STA/Subject to Approval Lots**

The amount of Earnest Money Deposit paid by the bidder can be adjusted against the Security Deposit payable. The Security Deposit (SD) should be deposited within **Five working days after the display of results on the website** at the offices of M/s Synise Technologies Ltd. in the form of crossed Demand Draft or Pay Order of any Scheduled/Nationalized Bank drawn in favour of **“Container Corporation of India Ltd”** payable at respective cities. Failure to submit the Security Deposit within the specified time would result in forfeiture of the initial Earnest Money Deposit, without any further notice.

6.0 LOT CONFIRMATION.

Final confirmation of Bid acceptance will be done after clearance by Customs and Container Corporation of India Ltd. Lot confirmation to successful bidders who participated through on line auction will be primarily through E-Mail/Fax followed by courier/post whereas for participants through sealed tender will be through public notice at respective ICDS/DCTs. Date of Sending of E-Mail/Fax and the issue of public notice will be considered as date of intimation. In case NOC is required for any container from regulatory bodies or Government Agencies for confirming the sale and the same is refused, the **Security deposit** for that lot will be refunded to the bidder **WITHOUT INTEREST**. There is a time limit of 180 days for confirmation of bid. In case the bids are not confirmed by CONCOR within said stipulated period, bidders have option to take refund of EMD/Security or may take the delivery of cargo .

7.0 TAXES

All bids invited are for the net amount accruable to Container Corporation of India Ltd. and all taxes or other levies charged under Delhi State, or local taxes/laws as applicable on the date of delivery except Customs Duty

shall be payable by the bidder. These taxes are required to be paid before taking delivery by the bidder/tenderer.

8.0 PAYMENT OF BALANCE MONEY

- i) The buyer shall pay balance of the purchase price within seven working days from the date of confirmation.
- ii) The buyer should pay the Balance of the purchase price directly to "Container Corporation of India Ltd." at respective terminals. Auction Sale Invoice will be issued by Container Corporation of India Ltd. only after payment of balance charges along with Sales Tax, Octroi, Cargo loading charges, Service Taxes etc.
- iii) In case the successful party is from online bidding then bidder has to produce intimation letter and receipt for deposit of Security Deposit issued by M/s Synise Technologies Ltd. along with the notice issued by CONCOR while making the balance payment. However, in case the successful party is a sealed tenderer, he will produce the letter of intimation issued by CONCOR to the bidder.
- iv) **Auction sale shall be treated as local sale only under DVAT Act. 'C' Form against outstation sale will not be accepted by CONCOR. Full DVAT will be collected at the prescribed rates. Bidders should make their own arrangements under their Local/Central Sales Tax laws to take the goods to their state.**
- v) The balance payment will be accepted by way of Pay Order/ Demand Draft drawn on any nationalized or scheduled bank in favour of Container Corporation of India Ltd. payable at respective cities w.r.t. pertaining bid. The balance payment for an amount maximum up to Rs. 10,000/- per lot will be accepted in "Cash" & balance payments above Rs. 10,000/- per lot will be accepted by way of Pay Orders/ Demand Drafts only.
- vi) Any delay beyond the free period would invite a penalty @ 2% per month of balance payable amount or as deemed fit by Competent Authority. This penalty would be computed on monthly basis or part thereof.
- vii) Letter of intimation is issued on the basis of the address mentioned in the tender form. CONCOR is not responsible for the non-receipt of intimation due to wrong/incomplete address given on the tender form by the bidder.
- viii) If no Intimation reaches for reasons beyond control of CONCOR the Buyers are expected to make efforts to find out status. Non-receipt of intimation should not be an excuse for non-payment.
- ix) If the purchaser fails to make payment and/or take delivery of the material, Container Corporation of India Ltd., shall have the right to re-auction the un-delivered material immediately in the next auction without any intimation to the successful bidder/tenderer and the Security money/Earnest money deposited by the bidder/tenderer shall be forfeited.

9.0 INCIDENTAL/OTHER COSTS

The cost of material handling i.e. loading charges along with service taxes where-ever applicable, shall be borne by the bidder and payment has to be made to the Container Corporation of India Ltd. at the rate prevailing at the time of taking delivery.

10.0 DELIVERY

- i) The goods sold in the auction should be lifted within 4 working days after making the full payment. In case of any delay thereafter ground rent @ Rs.250/- for 20' ft and @ Rs.500/- for 40' ft container would be levied per day, along with service tax, as due.

- ii) 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.
- iii) **Delivery of commodities requiring clearance from other regulatory agencies like CFL, P&Q, ADC, Chemical examiner, Police deptt. and other agencies etc will be effected only after obtaining the requisite clearances.**
- iv) The successful bidder shall produce the intimation letter received from CONCOR/Synise 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 intimation letter, if subsequently found to be illegal possessor/producer of the documents, Container Corporation of India Ltd., shall in NO WAY be responsible.
- v) The material can only be removed from ICD premises on production of a Gate Pass issued from the respective ICD.
- vi) Gate pass for removal will be issued only after the full purchase price including taxes etc., has been deposited by the purchaser.
- vii) In case the purchaser does not present himself for delivery and desires that the delivery may be given to his representative, a power of attorney on a non-judicial stamp paper duly executed before and authenticated 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.
- viii) Normally no extension for more than one month beyond the delivery period within which the purchaser is supposed to remove the material shall be granted and material if not removed within the free delivery period or the extended delivery period shall be liable to be disposed off by respective ICDs in such manner as deemed fit at the entire risk and cost of the purchaser and he will not be entitled to any compensation whatsoever for the material having been so disposed off.
- ix) Container Corporation of India Ltd. will not be in any way responsible for failure to deliver the goods as per delivery schedule due to causes beyond their control such as strikes, lockouts, 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.
- x) **It is to be distinctly understood that the delivery of the material will be ex – site on “AS IS WHERE IS BASIS”.** The delivery will not be effected on Saturdays/Sundays and Gazetted holidays or holidays observed at the ICD. Delivery of the material will be effected during the normal working hours. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time.
- xi) The laborers of the purchaser will be allowed in the CONCOR premises on extra permits, which will be issued by the officer concerned.
- xii) The purchasers will be entirely responsible for any loss, damage etc. suffered by or injury sustained by laborers within CONCOR premises and in no circumstances shall the Administration entertain any claim in the matter. On no account the purchaser or his laborers shall be permitted to reside in the CONCOR premises after closing hours.
- xiii) The tool and Plant articles brought by the laborers of the purchaser will be recorded at the gate while the laborer is allowed in and will be subject to check with the particulars noted to be allowed to pass out.
- xiv) The CONCOR Administration reserves the right to check the contents of the materials already delivered and loaded in vehicles, etc., before it actually leaves the site and no claim from the purchaser for detention to vehicles etc., will be entertained by CONCOR Administration on this account. CONCOR Administration shall not in any circumstances whatsoever be liable for any other loss through any cause whatsoever which may occur after all the formalities for the sale are completed.
- xv) The representatives of Customs and CONCOR and Security Department in the presence of the purchaser will jointly witness delivery of the material. In the event of purchaser's failure to do so CONCOR shall in no case be responsible for any shortage and shall not under any circumstances make good the deficiency.
- xvi) Once the goods have been made over to the purchaser, CONCOR Administration shall not accept any responsibility whatsoever for the safe guarding of the purchased goods.
- xvii) The material will remain CONCOR's property unless and until all the conditions of sale are fulfilled. The mere payment of the purchase does not constitute complete purchase and material will become the property of the purchaser only after the sale has been completed. CONCOR administration shall not in any circumstances whatsoever, be liable for any theft or misappropriation/loss by deterioration or fire or

for any other loss through any cause whatsoever which may occur after all the formalities for the sale are completed.

11.0 OTHER TERMS & CONDITIONS

- i) 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.
- ii) Container Corporation of India Ltd. is not bound to accept the highest offer.
- iii) Employees of CONCOR/Synise are barred from participating in the On-line sale, unless otherwise approved by CONCOR Management.
- iv) 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"
- v) 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 goods 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 Security Deposit.
- vi) The bidder shall be responsible for any damage that may be caused to premises/fittings of seller 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.
- vii) 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.
- viii) In the event of failure on the part of the successful bidder to fulfill his contractual obligations. CONCOR /Synise reserves the right to debar such bidder from participating in any future auction/tender auction on behalf of Container Corporation of India Ltd.
- ix) In case of accidents etc. to the bidder/labour/or his representatives CONCOR/Synise 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.
- x) CONCOR/Synise will not be liable for any claim and bidder shall keep CONCOR/Synise fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
- xi) No gas cutting equipment 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.
- xii) 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 sellers officials.
- xiii) In case any bidder fails to pay the balance amount of security deposit within the stipulated period, the EMD will be forfeited and the bidder will be de-barred from taking part in all the successive re-auctions of that particular lot.

12.0 DISPUTES

- i) 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.
- ii) The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute and shall be paid in advance to the auctioneer. The jurisdiction for appealing against the award in a court, or any other proceedings under the Arbitration Act, shall be that of courts in Delhi / New Delhi only.

Disclaimer:

1. SYNISE runs its business on the basis of a robust web site. However SYNISE is outsourcing server space from a third party hosting company and hence shall ensure the smooth running in all good faith and intention. However CONCOR/SYNISE 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/SYNISE directly or indirectly effecting online method of bidding.
2. SYNISE TECHNOLOGIES Ltd. takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless. M/s Synise Technologies Ltd. from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall Synise 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 Synise 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 Synise 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. **M/s Synise Technologies Ltd. is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between the seller and Bidder. M/s Synise Technologies Ltd. shall be neither responsible nor liable to mediate or resolve any disputes or disagreements between the seller and bidder.**
3. The Seller/Bidder agrees to limit the liability of M/s Synise Technologies Ltd. to them 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 M/s Synise Technologies Ltd. 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.

Annexure –1
Acceptance to Participate Form

Bidders to fill all the details and submit at any of the offices of the Auctioneer OR FAX it to 011-23357083 at M/s Synise Technologies Ltd., New Delhi.

Note: All entries compulsory.

ACCEPTANCE TO PARTICIPATE FORM – AUCTION DATE: 27.03.2017

DATE:

I/We confirm having

- 1) Gone through the terms and conditions of auction and agree to take part in the Online Auction for sale of Unclaimed / Uncleared Import cargo & Empty Damaged 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/ 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 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 : _____

Contact Person : _____ **Mobile No:** _____

Designation : _____

Address : _____

Phone/ Fax : _____ **E – Mail/** _____

TIN No. & PAN No. : _____

Note: 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.

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

Signature of Authorised Signatory
with Name and Company Seal.

Annexure –2
SEALED TENDER FORM
CONTAINER CORPORATION OF INDIA

NAME OF THE TENDERER/: _____

ADDRESS : _____

PHONE NO / FAX No : _____

TIN NUMBER/PAN NUMBER: _____

LOT NO.	DESCRIPTION/ CONTAINER NO	Total Amount of Lot	Security Deposit (20% OF THE BID AMOUNT)	D.D. NO. DATE & AMOUNT and Bank
		<u>In Figures:</u> Rs..... <u>In Words:</u> Rs..... 	<u>In Figures:</u> Rs..... <u>In Words:</u> Rs..... 	

I/We confirm having:

- 1) Gone through the terms and conditions of auction and agree to take part in the Sealed Tender for sale of Unclaimed/Uncleared Import cargo 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/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 Sealed Tender on an **“AS IS WHERE 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.

- **Sealed Tenders are accepted for all Lots.**
- **The tenders are requested to fill the rate/amount carefully as per terms & Conditions.**
- **Tenderers are advised to Xerox this page, if they want to quote for more than one Lot. Tenderers are also advised to submit separate envelopes for each lot and clearly record Lot number, Name and Full Address of the tenderer, in bold letters on the envelope (s).**

**Signature of Authorized Signatory
with Name and Company Seal.**

Container Corporation of India Ltd.

Northern Region, ICD/TKD,NEW DELHI-110020

**List of Cargo for Sale through Sealed Tender - cum - Online E-Auction to be held on
27.03.2017**

ICD/TKD

Lot No.	Discription	Location
1	45 Drums of cut seal/used seal(OTL SEAL) having 4500 Kg. Weight(approx.)	Import Warehouse