

FOR & ON BEHALF OF



CONTAINER CORPORATION OF INDIA LTD

(A GOVT. OF INDIA UNDERTAKING-MINISTRY OF RAILWAYS)

CENTRAL REGIONAL OFFICE

1st Floor, BPCL Building, 7, Chitnavis Marg, Civil Lines, Nagpur-440001
MAHARASHTRA, INDIA

ONLINE AUCTION

For the Cargo and Container lying at

ICD-Nagpur, ICD-Aurangabad, ICD-Raipur.

UNDER SECTION 48 OF THE CUSTOMS ACT, 1962 **ON 05.10.2017**

Online Auction between 10:30 Hrs to 16:30 Hrs

On a portal of www.ashvinauctioneers.com

Tender no.: CON/CR/Auction/2017-18/1

AUCTIONEER

ASHVIN & CO.

H.O.: Mahajan Lane, Raopura, Vadodara 390 001.

Br.O.: 3/B Samkit Flats, New Vikasgruh Road, Paldi, Ahmedabad 380 007.

Br.O.: B/314, Shyam Kamal CHS., Agarwal Market, Vile Parle (E), Mumbai – 400 057.

Tel.No.: 2610 7515 Tel. Fax: 2613 3600.

Container Corporation of India Ltd.

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

Central Regional office

1st Floor, BPCL Building,

7, Chitnavis Marg, Civil Lines,

Nagpur-440001.

Maharashtra.

Phone No. 0712-2540406,2540551

Fax: 0712-2445585

E-Auctioneer: Ashvin & Co.

B/314 Shyamakamal CHS, Agarwal Market, Vile Parle (E), Mumbai – 57

Tel : 26107515 ; Telefax : 26133600

E-mail : ashvinauction@yahoo.co.in and info@ashvinauctioneers.com

E-Auction Sale

Ashvin & Co. 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 Internet Auction of Un-claimed/ Un-cleared Import /Export Cargo and other cargoes through **Ashvin & Co. on 05.10.2017 website: www.ashvinauctioneers.com.**

SCHEDULE OF PROGRAMME

Inspection of Materials For All ICD	18.09.2017 to 30.09.2017 between 11:00 AM to 05:00 PM on Working Days
Availability of Auction Catalogue (Through online mode)	From 14.09.2017 to 04.10.2017
Venues for Inspection	<p><u>Venue (1)</u> CONCOR ICD-Nagpur, Inland Container Depot., <u>Narendra Nagar</u>, P.O. Parvati Nagar, Nagpur, Maharashtra. Phone No. 0712-2783301/02/03, Fax.0712-2784113,</p> <p><u>Venue (2)</u> CONCOR ICD- Raipur, Near Railway Store Depot, Khapa, Raipur – 492009. Phone – 0771 – 2970086, Fax – 0771- 2970085.</p> <p><u>Venue (3)</u> CONCOR,ICD-Aurangabad, Inland Container Depot, Maliwada, Near Daultabad Station, Dist.Aurangabad <u>Phone-0240-2615678, Fax: 0240-2615680</u></p>
Earnest Money Deposit (EMD) for On-Line Auction (Refundable)/Adjustable against Balance Payment	Individual EMD amount is mentioned against each lot in the Annexure. (Kindly refer Annexure). EMD is to be paid in the form of Demand draft/ pay order in favour of Container Corporation of India Ltd. payable at Nagpur.

For E-Auction EMD collection closes at	17.00 Hrs.on 04.10.2017 at the Office of Ashvin & Co, 03.Mumbai.
DEMO/ MOCK e-Auction	With prior appointment.
Submission of online bids	On or before 16.30 Hrs on 05.10.2017 through online mode only
Online Auction Date & Time	05.10.2017 at 10.30 AM. Refer Auction Catalogue for Time Slots
To BID for LOT basis. The rate of GST or any other statutory levies surcharge etc. will be applicable Extra and payable by the Buyer as prevailing on the date of actual physical delivery of materials. The GST will be required to be deposited at actual along with bid price for which demand note shall be issued along with details to the successful bidders.	
Delivery Period	Please go through Clause no.38 of bid document.
Opening of Bids	11.10.2017 at 11.00 Hrs. (Online)
Contact Details: CONCOR - ICD-NAGPUR Mr. Mangesh Lanjewar, Chief Manager Mobile: 08975525700. Mr. K.Arun, Asstt. Manager(C&O) Mobile: 08380063443 Tel:- 0712-2783301/02/03, Fax.0712-2784113 Email: mangesh@concorindia.com karun@concorindia.com Contact Details: CONCOR - ICD-AURANGABAD Mr.Abinav Dupare, Terminal Manager, Mobile – 9850388819 Mr. Samresh Kumar- 9850388823 Email: abhinavd@concorindia.com samreshkumar@concorindia.com	Contact Details: CONCOR - ICD-RAIPUR Mr. J. B. Singh, Terminal Manager, Mobile – 098266 98044 Mr. Komal Verma- 082238 77745 Email: jbsingh@concorindia.com kverma@concorindia.com
Ashvin & Co. Mumbai Office : B/314 Shyamkamal CHS, Vile Parle (E), Mumbai - 57 Mr. Julian Shah / Ashvin Shah Mobile No : 09820739509 / 09820133274 Email: ashvinauction@yahoo.co.in	

GENERAL TERMS & CONDITIONS OF SALE

SELLER

1. 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 **DEMAND DRAFT/RTGS/NEFT** in favour of the Custodian i.e. **Container Corporation of India Ltd. No Cheque/Cash payments will be accepted.**

AUCTIONEER

2. **AUCTIONEER** is an agency appointed as an auctioneer to facilitate 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.

BIDDER

3. 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., GST 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 duly signed 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) as mentioned against individual lot of the above locations by Demand Draft / Pay Order on any Scheduled / Nationalized Bank /Scheduled Co-operative Banks Drawn in favour of "**Container Corporation of India Ltd.**" payable at **Nagpur for ICD Nagpur ICD-Aurangabad and ICD Raipur. The EMD will be accepted in the office of ASHVIN & COMPANY only.**

Alternatively, the Bidder can deposit the Earnest Money Deposit Amount directly into the Account of Container Corporation of India Ltd.(A/c No.0389102000000310 – IDBI Bank Ltd in any of its core Branches in India.) and submit the Bank Attested Deposit Slip to ASHVIN & COMPANY / CONCOR. The RTGS request details to be given to bank are as under:-

Beneficiary Name	:- CONTAINER CORPORATION OF INDIA LTD.
Beneficiary A/c No.	:- 0389102000000310
Beneficiary Address	:- Central Regional office,1st Floor, BPCL Building,7, Chitnavis Marg, Civil Lines, Nagpur-440001.Maharashtra.
Beneficiary Bank	:- IDBI BANK Ltd.
Beneficiary Bank Branch	:- Specialised Corporate Branch, Civil Lines, Nagpur.
Beneficiary Bank IFSC Code	:- IBKL0000389

CASH WILL NOT BE ACCEPTED.

EMD Forfeiture

5. Bidder participating for all lots has to make the balance payment & take delivery of all the lots allotted to him failure to which the complete EMD 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

6. 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.
7. Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy.
8. Bidders are advised to change the Password. Refer the "Steps of Actual Bidding Procedure" at clause no.68.
9. EMD will be returned to un-successful bidders after finalization and the same will be transferred to their respective Bank Accounts through RTGS/NEFT for which the bidders are requested to furnish bank details along with photo copy of cancelled cheque along with the bid.

REQUIREMENTS

10. (a) All the bidders has to submit Acceptance Form on Rs.100/- non-judicial stamp paper as per the format given in Annexure-I and EMD.
(b) Bid submitted without Earnest Money Deposit will be summarily rejected.

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 required/necessitates then the particular lot/ lots in question may be re-auctioned. **All the lots of ICD Nagpur and ICD-Aurangabad are export/import consignments and ICD Raipur Lot No.15 to Lot No.18 are export/import consignments and Lot No.19 & Lot No.20 is domestic empty containers.**
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.**

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 of the 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. The bidders are given sufficient time to inspect the quality and quantity of goods before auction. No complaints with respect to quantity and quality of goods shall be entertained after auction is over. Bidders may kindly confirm from CONCOR representative at the particular terminal about availability of cargo as per the description of LOT in Auction Catalogue. No complaint of Variation in the cargo detail shall be accepted later at the time of delivery.
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 corrections 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 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 by E-Mail/Fax followed by courier.**

VALIDITY

25. The Online auction bidders must keep their bids valid for a period of 180 **(One Hundred and Eighty) working days** from the date of closing of e-Auction excluding the date of closing. In case the 180th 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)

In case the bids are not confirmed by CONCOR within 180 days, bidders have option to take refund of EMD / Security.

Time Extension:

26. No time extension shall be given to the bidders than the stipulated time limit/slots mentioned in Annexure-II.

Training:

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

Bids:

28. 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 through auto-bid does not get any right to demand acceptance of his Bid.

Auto Bid:

29. 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/fixed 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 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.” by way of Demand Draft/PAY ORDER/RTGS/NEFT. 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 per the location may be along with GST(as applicable), Container destuffing charges, Cargo loading charges, GST etc. applicable at the concerned location. 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 / Nationalized / Scheduled Co-operative Bank drawn in favour of “Container Corporation of India Ltd.” Payable at the respective location of the bid. **The successful bidders have to make the balance payment within five days (excluding Sundays & holidays) of issuance of intimation letter.** 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. The successful bidder has to produce copy of delivery order in Original issued by CONCOR while taking delivery.
31. Since the bill of entry is to be filed for all lots, Bidders are expected to make the balance payments after confirmation of lots within the stipulated time to ensure payment of duty and processing documents in time.
32. In case 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.
33. 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.**
34. 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 . including all taxes deposited by the bidder shall be forfeited as per para 42 below:.

INCIDENTAL/ OTHER COSTS

35. The cost of material handling i.e. loading charges along with GST where ever applicable, 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. Prevailing tariff for handling for each lot, etc may be understood from the terminal during the inspection period.

TAXES

36. 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.
37. **GST:** The bidder has to pay the GST over and above bid price at the rate notified by Government of India.
38. It is expressly made clear that, all applicable taxes as on date of invoice/delivery shall be borne by the bidder before taking the delivery of the lots.

DELIVERY

39. **Bidders must make the full payment as per above schedule at 30 & 35 since CONCOR has to complete further Customs procedure. Delivery of goods will commence effectively once the full and final payment of balance amount against each lot is received and completion of customs formalities. Delivery of cargo will be given within 15 days from the finalisation of the Customs Formalities or any other Government Formalities on working days excluding Sundays & holidays during 10 AM to 6 PM. In case there is a delay in completion of Customs Formalities or any other Government Formalities, the delivery period will be extended accordingly.**
40. 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
41. The successful bidder shall produce the **copy of the Intimation letter issued by ASHVIN & COMPANY/** Auction Sale Invoice/original delivery order 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/original delivery order, if subsequently found to be illegal possessor / producer of the documents Container Corporation of India Ltd. shall in NO WAY be responsible.
42. 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 for imports (as given in Public Tariff) for **a maximum period of two calendar days after the expiry of stipulated** schedule dates as given in 38 above. Thereafter EMD along with entire balance payments made for this lot will automatically stands forfeited.
43. 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 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.
44. 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 IN ORIGINAL to CONCOR Administration at the time of taking delivery of the material.
45. When the goods are sold by weight, the bidder will be required to make his own arrangements to provide weighing scale, labour for weighing of the lots at the site of delivery and shall remove the goods after the actual weight is ascertained.
46. **When the goods sold are not available for any reason for delivery, the amount received against sale will be refunded to the respective bidder without any interest. In**

case, parts of the goods are not available for delivery, proportionate amount received will be refunded. The decision of CONCOR will be final and binding on the bidder in this regard.

47. Resale will not be recognized and delivery orders/gate passes will be made out in the name of actual purchaser only.

SHORTAGE

48. Goods are being sold on "As is and Where is and whatever it is basis and No Compliant 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

49. Container Corporation of India Ltd. reserves the right to modify and amend 'Terms and Conditions' and announce the same if required/necessitates while the auction is in progress or prior to commencement of auction. In the event of any dispute arising due to interpretation of any of terms and conditions, the matter may be referred to Regional Head, Central Region of CONCOR, whose decision shall be final and binding.

- 50. Container Corporation of India Ltd is not bound to accept the highest offer.**

GENERAL

51. Employees of CONCOR / ASHVIN & COMPANY are barred from participating in the On-line sale, unless otherwise approved by CONCOR Management.
52. 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".
53. 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.
54. 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.
55. 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.
56. 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.

57. 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.
58. 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.
59. **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 CONCOR Officer or his authorized representative shall be final in this regard.
60. **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.**
61. The bidder should possess appropriate license/permissions by the appropriate authorities, as required by customs authorities for effecting delivery.

DISPUTES

62. 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.
63. 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 Nagpur City only.

DEMO/ MOCK Auction

64. For Bidders who have indicated non-familiarity with e-Auction, training on a DEMO/ MOCK Auction will be arranged with prior appointment.
65. 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.
66. No training will be given during the day of Actual e-Auction.
67. **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

68. Steps for Actual Bidding Procedure

- i) Go to **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, GST Registration)
- ii) 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.

- iii) Auction Room: After paying EMD a key/password will be sent to the bidder registered e-mail id. A key/password is to be inserted in Auction Room Login Button & bidder will be entered in Auction room on the starting date and time of auction.
- iv) Click on to place bid
- v) This will take you to the Bidding Page. A separate Window opens which is the auction room.
- vi) **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.)
- vii) 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 confirm 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.**
- viii) 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.
- ix) 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.
- x) Bidder can see his Bid Value and the Highest Bid Value for a particular lot after bidding once.

**CHIEF GENERAL MANAGER
CONCOR Central Region**



[To be executed on Rs. 100/- Non-judicial stamp paper]

Annexure I

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 Export/Import Cargo/Other Cargoes/Domestic Damaged Empty Container 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 _____

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 case 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-II

List of cargo/containers for auction in Central Region

FCL											
Sr No.	Date of Arrival	Container No.	Size	Cargo Description	Net Cargo Weight (In Kgs.)	LCL / FCL	Location of cargo	LOT wise EMD	LOT	GST	Time slot
1	05/08/2009	CSQU3094982	20	COAL TAR	20880	FCL	Nagpur	8000	Lot-1	As Notified by Govt. of India	10.30 hrs to 12.30 hrs
2	04/06/2010	FSCU6673570	40	MOLYBDENUM COMPOUND	20330	FCL	Nagpur	5,00,000	Lot-2		10.30 hrs to 12.30 hrs
3	04/06/2010	CPSU6014874	40		21010	FCL	Nagpur				
4	04/06/2010	GLDU0648925	40		22560	FCL	Nagpur				
5	20/06/2010	HLXU6560025	40	MOLYBDENUM COMPOUND	21020	FCL	Nagpur	5,00,000	Lot-3		10.30 hrs to 12.30 hrs
6	20/06/2010	HLXU6172375	40		22690	FCL	Nagpur				
7	20/06/2010	HLXU6503513	40		20540	FCL	Nagpur				
8	24/10/2011	NYKU2667537	20	MAGANESE ORE	21980	FCL	Nagpur	65,000	Lot-4		10.30 hrs to 12.30 hrs
9	24/10/2011	NYKU2518908	20		23560	FCL	Nagpur				
10	02/08/2012	PONU1323030	40	METAL SCRAP	24840	FCL	Nagpur	25,000	Lot-5		10.30 hrs to 12.30 hrs
11	02/08/2012	MRKU0396739	40		21820	FCL	Nagpur				

SWEEPED SCRAP											
Sr No.	Date of Arrival	Container No.	Size	Cargo Description	Net Cargo Weight (In Kgs.)	LCL / FCL	Location of cargo	LOT wise EMD	LOT	GST	Time slot
1	NA	HHLU5013080	20	SCRAP	20625	FCL	Nagpur	35,000	Lot-6	As Notified by Govt. of India	10.30 hrs to 12.30 hrs
2	NA	HHLU5014661	20		17045	FCL	Nagpur				
3	NA	TRLU2494506	20		9590	FCL	Nagpur				
4	NA	GSTU2254653	20		18230	FCL	Nagpur				

SWEEPED SCRAP											
Sr No.	Date of Arrival	Container No.	Size	Cargo Description	Net Cargo Weight (In Kgs.)	LCL / FCL	Location of cargo	LOT wise EMD	LOT	GST	Time slot
1	NA	CXNU2213372	20	Scrap	19550	FCL	Nagpur	1,91,000	Lot-07	As Notified by Govt. of India	10.30 hrs to 12.30 hrs
2	NA	CXNU2212313	20	Scrap	17440	FCL	Nagpur				
3	NA	CXNU2218604	20	Scrap	18750	FCL	Nagpur				
4	NA	CXNU2211908	20	Scrap	17590	FCL	Nagpur				
5	NA	CXNU2213270	20	Scrap	16136	FCL	Nagpur				
6	NA	CXNU1225532	20	Scrap	20790	FCL	Nagpur				
7	NA	CXNU2218395	20	Scrap	14840	FCL	Nagpur				
8	NA	CXNU1214224	20	Scrap	19090	FCL	Nagpur				
9	NA	CXNU2212329	20	Scrap	19250	FCL	Nagpur				
10	NA	CXNU1215621	20	Scrap	21070	FCL	Nagpur				
11	NA	CXNU2211683	20	Scrap	14870	FCL	Nagpur				
12	NA	CXNU1214137	20	Scrap	18310	FCL	Nagpur				
13	NA	ILCU6503830	20	Scrap	10590	FCL	Nagpur				
14	NA	CXNU1225086	20	Scrap	15190	FCL	Nagpur				
15	NA	CXNU1214707	20	Scrap	13210	FCL	Nagpur				
16	NA	CXNU1224599	20	Scrap	14750	FCL	Nagpur				
17	NA	CXNU1215051	20	Scrap	15560	FCL	Nagpur				
18	NA	CXNU1216042	20	Scrap	11130	FCL	Nagpur				
19	NA	CXNU1226610	20	Scrap	12830	FCL	Nagpur				
20	NA	CXNU1223247	20	Scrap	10410	FCL	Nagpur				
21	NA	CXNU1222127	20	Scrap	11270	FCL	Nagpur				
22	NA	CXNU1225466	20	Scrap	13190	FCL	Nagpur				
23	NA	CXNU1217199	20	Scrap	14185	FCL	Nagpur				

FCL											
Sr No.	Date of Arrival	Container No.	Size	Cargo Description	Net Cargo Weight (In Kgs.)	LCL / FCL	Location of cargo	LOT wise EMD	LOT	GST	Time slot
1	05/06/2012	PCIU3066275	20	Aluminium Hydroxide & Calcium Glycerol Phospate	13820	FCL	Nagpur	1000	Lot-8	As Notified by Govt. of India	10.30 hrs to 12.30 hrs

FCL											
Sr No.	Date of Arrival	Container No.	Size	Cargo Description	Net Cargo Weight (In Kgs.)	LCL / FCL	Location of cargo	LOT wise EMD	LOT	GST	Time slot
02	10/08/2013	BSIU2752827	20'	Soya-lecithin	10080	FCL	Nagpur	1000	Lot-09	As Notified by Govt. of India	10.30 hrs to 12.30 hrs
04	09//08/2014	MRKU2526153	40'	Waste Paper	24158	FCL	Nagpur	4000	Lot-10	As Notified by Govt. of India	10.30 hrs to 12.30 hrs
05	09//08/2014	GESU5939125	40'	Waste Paper	24095	FCL	Nagpur	4000			10.30 hrs to 12.30 hrs
06	09//08/2014	FSCU6280320	40'	Waste Paper	23440	FCL	Nagpur	16,000	Lot-11	As Notified by Govt. of India	10.30 hrs to 12.30 hrs
07	09//08/2014	CMAU5687846	40'	Waste Paper	23360	FCL	Nagpur				10.30 hrs to 12.30 hrs
08	09//08/2014	CMAU5346454	40'	Waste Paper	22540	FCL	Nagpur				10.30 hrs to 12.30 hrs
09	09//08/2014	CMAU5295613	40'	Waste Paper	23440	FCL	Nagpur				10.30 hrs to 12.30 hrs
10	09//08/2014	CMAU5305408	40'	Waste Paper	22740	FCL	Nagpur				10.30 hrs to 12.30 hrs

FCL											
Sr No.	Date of Arrival	Container No.	Size	Cargo Description	Net Cargo Weight (In Kgs.)	LCL / FCL	Location of cargo	LOT wise EMD	LOT	GST	
01	27-Sep-12	UACU3265063	20'	Phosphate	29800	FCL	Aurangabad	11000	Lot-12	As Notified by Govt. of India	15.00 hrs to 16:30 hrs
02	27-Sep-12	UACU3276284	20'	Phosphate	29140	FCL	Aurangabad				15.00 hrs to 16:30 hrs
03	27-Sep-12	UACU3128327	20'	Phosphate	29730	FCL	Aurangabad				15.00 hrs to 16:30 hrs
04	27-Sep-12	UACU3334170	20'	Phosphate	29540	FCL	Aurangabad				15.00 hrs to 16:30 hrs
05	27-Sep-12	UACU3401880	20'	Phosphate	29720	FCL	Aurangabad				15.00 hrs to 16:30 hrs
06	27-Sep-12	GATU1021347	20'	Phosphate	29630	FCL	Aurangabad				15.00 hrs to 16:30 hrs
07	27-Sep-12	GATU0165463	20'	Phosphate	29630	FCL	Aurangabad				15.00 hrs to 16:30 hrs
08	27-Sep-12	GATU1157550	20'	Phosphate	29750	FCL	Aurangabad				15.00 hrs to 16:30 hrs
09	27-Sep-12	TCKU1405046	20'	Phosphate	29260	FCL	Aurangabad				15.00 hrs to 16:30 hrs
10	27-Sep-12	GATU1302339	20'	Phosphate	29200	FCL	Aurangabad				15.00 hrs to 16:30 hrs

FCL											
Sr No.	Date of Arrival	Container No.	Size	Cargo Description	Net Cargo Weight (In Kgs.)	LCL / FCL	Location of cargo	LOT wise EMD	LOT	GST	Time slot
11	19/06/2013	MRKU7594037	20'	Phosphate	26630	FCL	Aurangabad	41,000	Lot-13	As Notified by Govt. of India	15.00 hrs to 16:30 hrs
12	19/06/2013	MRKU6796394	20'	Phosphate	28950	FCL	Aurangabad				15.00 hrs to 16:30 hrs
13	19/06/2013	MRKU8213156	20'	Phosphate	26660	FCL	Aurangabad				15.00 hrs to 16:30 hrs
14	19/06/2013	MSKU2998681	20'	Phosphate	28430	FCL	Aurangabad				15.00 hrs to 16:30 hrs
15	19/06/2013	MRKU8277654	20'	Phosphate	17750	FCL	Aurangabad				15.00 hrs to 16:30 hrs
16	19/06/2013	MRKU8738777	20'	Phosphate	28660	FCL	Aurangabad				15.00 hrs to 16:30 hrs
17	19/06/2013	MSKU3091437	20'	Phosphate	27870	FCL	Aurangabad				15.00 hrs to 16:30 hrs
18	19/06/2013	CMBU2362119	20'	Phosphate	29730	FCL	Aurangabad				15.00 hrs to 16:30 hrs
19	19/06/2013	MSKU7010454	20'	Phosphate	29330	FCL	Aurangabad				15.00 hrs to 16:30 hrs
20	19/06/2013	MSKU4099664	20'	Phosphate	28020	FCL	Aurangabad				15.00 hrs to 16:30 hrs
21	19/06/2013	MSKU5915340	20'	Phosphate	28400	FCL	Aurangabad				15.00 hrs to 16:30 hrs

22	19/06/2013	MSKU2810198	20'	Phosphate	28220	FCL	Aurangabad	Lot-13	As Notified by Govt. of India	15.00 hrs to 16:30 hrs
23	19/06/2013	MRKU9093013	20'	Phosphate	27730	FCL	Aurangabad			15.00 hrs to 16:30 hrs
24	19/06/2013	MSKU5181885	20'	Phosphate	29190	FCL	Aurangabad			15.00 hrs to 16:30 hrs
25	19/06/2013	MSKU5858873	20'	Phosphate	27920	FCL	Aurangabad			15.00 hrs to 16:30 hrs
26	19/06/2013	MSKU7130059	20'	Phosphate	27460	FCL	Aurangabad			15.00 hrs to 16:30 hrs
27	19/06/2013	PONU0313280	20'	Phosphate	29130	FCL	Aurangabad			15.00 hrs to 16:30 hrs
28	19/06/2013	MRKU9149112	20'	Phosphate	27630	FCL	Aurangabad			15.00 hrs to 16:30 hrs
29	19/06/2013	MSKU2874150	20'	Phosphate	27170	FCL	Aurangabad			15.00 hrs to 16:30 hrs
30	19/06/2013	MSKU5293210	20'	Phosphate	27930	FCL	Aurangabad			15.00 hrs to 16:30 hrs
31	19/06/2013	PONU0993314	20'	Phosphate	29960	FCL	Aurangabad			15.00 hrs to 16:30 hrs
32	19/06/2013	MRKU7490454	20'	Phosphate	27520	FCL	Aurangabad			15.00 hrs to 16:30 hrs
33	19/06/2013	MSKU4069910	20'	Phosphate	28610	FCL	Aurangabad			15.00 hrs to 16:30 hrs

34	19/06/2013	MRKU9143541	20'	Phosphate	29720	FCL	Aurangabad	Lot-13	As Notified by Govt. of India	15.00 hrs to 16:30 hrs
35	19/06/2013	MRKU7058902	20'	Phosphate	27760	FCL	Aurangabad			15.00 hrs to 16:30 hrs
36	19/06/2013	MSKU5239842	20'	Phosphate	27460	FCL	Aurangabad			15.00 hrs to 16:30 hrs
37	19/06/2013	MRKU7524507	20'	Phosphate	26990	FCL	Aurangabad			15.00 hrs to 16:30 hrs
38	19/06/2013	MRKU9269695	20'	Phosphate	28800	FCL	Aurangabad			15.00 hrs to 16:30 hrs
39	19/06/2013	UXXU2438268	20'	Phosphate	29000	FCL	Aurangabad			15.00 hrs to 16:30 hrs
40	19/06/2013	MSKU7783747	20'	Phosphate	28100	FCL	Aurangabad			15.00 hrs to 16:30 hrs
41	19/06/2013	MSKU7871473	20'	Phosphate	28540	FCL	Aurangabad			15.00 hrs to 16:30 hrs
42	19/06/2013	PONU0888221	20'	Phosphate	30410	FCL	Aurangabad			15.00 hrs to 16:30 hrs
43	19/06/2013	MSKU2375629	20'	Phosphate	29960	FCL	Aurangabad			15.00 hrs to 16:30 hrs
44	19/06/2013	MSKU3579545	20'	Phosphate	28290	FCL	Aurangabad			15.00 hrs to 16:30 hrs
45	19/06/2013	MRKU6632750	20'	Phosphate	29760	FCL	Aurangabad			15.00 hrs to 16:30 hrs

46	19/06/2013	MRKU8911809	20'	Phosphate	29600	FCL	Aurangabad		Lot-13	As Notified by Govt. of India	15.00 hrs to 16:30 hrs
47	19/06/2013	MSKU4295570	20'	Phosphate	27490	FCL	Aurangabad				15.00 hrs to 16:30 hrs
48	19/06/2013	PONU2062373	20'	Phosphate	30050	FCL	Aurangabad				15.00 hrs to 16:30 hrs
49	19/06/2013	MSKU3755120	20'	Phosphate	30550	FCL	Aurangabad				15.00 hrs to 16:30 hrs
50	19/06/2013	TCKU2853322	20'	Phosphate	30330	FCL	Aurangabad				15.00 hrs to 16:30 hrs
51	04/06/2010	TCKU9817836	20'	Waste Paper	22350	FCL	Aurangabad	9,000	Lot-14	As Notified by Govt. of India	15.00 hrs to 16:30 hrs
52	04/06/2010	MSKU0727680	20'	Waste Paper	23000	FCL	Aurangabad				15.00 hrs to 16:30 hrs
53	04/06/2010	MSKU1015459	20'	Waste Paper	23470	FCL	Aurangabad				15.00 hrs to 16:30 hrs
54	04/06/2010	MAEU8238266	20'	Waste Paper	23200	FCL	Aurangabad				15.00 hrs to 16:30 hrs
55	11/06/2010	MSKU8498169	20'	Waste Paper	21560	FCL	Aurangabad				15.00 hrs to 16:30 hrs

FCL											
Sr No.	Date of Arrival	Container No.	Size	Cargo Description	Net Cargo Weight (In Kgs.)	LCL / FCL	Location of cargo	LOT wise EMD	LOT	GST	Time slot
01	07/082013	PONU8120899	40'	Melting Scrap	24900	FCL	Raipur	8000	Lot-15	As Notified by Govt. of India	13:00 hrs to 14:30 hrs
02	07/082013	MSKU8727877	40'	Melting Scrap	23490	FCL	Raipur	8000	Lot-16		13:00 hrs to 14:30 hrs
03	07/082013	MSKU8816803	40'	Melting Scrap	22970	FCL	Raipur	8000	Lot-17		13:00 hrs to 14:30 hrs
04	07/082013	PONU7299429	40'	Melting Scrap	25310	FCL	Raipur	9000	Lot-18		13:00 hrs to 14:30 hrs

EMPTY DOMESTIC CONTAINER											
Sr No.	Date of Arrival	Container No.	Size	Cargo Description	Net Cargo Weight (In Kgs.)	LCL / FCL	Location of cargo	LOT wise EMD	LOT	GST	Time slot
1	23.10.2011	ILCU6511183	20	EMPTY CONTAINER	NA	NA	Raipur	1,000	Lot-19	As Notified by Govt. of India	13:00 hrs to 14:30 hrs
2	18-Sep-14	CXNU1210759	20'	Empty Container	1800	N.A.	Raipur	6000	Lot-20		13:00 hrs to 14:30 hrs
3	18-Sep-14	CXNU1226328	20'	Empty Container	1800	N.A.	Raipur				13:00 hrs to 14:30 hrs
4	18-Sep-14	CXNU1219925	20'	Empty Container	1800	N.A.	Raipur				13:00 hrs to 14:30 hrs
5	18-Sep-14	CXNU1219479	20'	Empty Container	1800	N.A.	Raipur				13:00 hrs to 14:30 hrs
6	18-Sep-14	NAOC9700140	20'	Empty Container	1800	N.A.	Raipur				13:00 hrs to 14:30 hrs

EMPTY DOMESTIC CONTAINER											
Sr No.	Date of Arrival	Container No.	Size	Cargo Description	Net Cargo Weight (In Kgs.)	LCL / FCL	Location of cargo	LOT wise EMD	LOT	GST	Time slot
	18-Sep-14	CXNU1216736	20'	Empty Container	1800	N.A.	Raipur				13:00 hrs to 14:30 hrs
7	18-Sep-14	CXNU1218913	20'	Empty Container	1800	N.A.	Raipur			As Notified by Govt. of India	13:00 hrs to 14:30 hrs
8	18-Sep-14	CXNU1214245	20'	Empty Container	1800	N.A.	Raipur		Lot-20		13:00 hrs to 14:30 hrs
9	18-Sep-14	CXNU1214292	20'	Empty Container	1800	N.A.	Raipur				13:00 hrs to 14:30 hrs
10	04-Jul-14	CXNU2220197	22'	Empty Container	1800	N.A.	Raipur				13:00 hrs to 14:30 hrs

NOTE : N.A. MEANS NOT APPLICABLE.
