



Container Corporation of India Ltd.
(A Government of India Undertaking, Ministry of Railways)
5TH Floor, New Admin Bldg. Central Railway
D.N.Road Mumbai- 400 001
CFS Mulund (East), Dronagiri Rail Terminal (DRT), ICD Pithampur, &
ICD Chinchwad.



PUBLIC AUCTION NOTICE
DISPOSAL OF UNCLAIMED /UNCLEARED IMPORT/EXPORT CARGO

TENDER CUM ONLINE AUCTION SALE

M/s. Container Corporation of India Ltd. shall be auctioning all unclaimed / uncleared import/export cargo landed at CFS Mulund (East) **on or before 31st March, 2009**, CFS-Dronagiri Rail Terminal (DRT) **on or before 31st July, 2007**, ICD-Chinchwad **on or before 22nd January, 2009**, ICD Pithampur **on or before 31st May, 2009** through Tender Cum E-auction under CBEC circular No.50/2005-Cus dt. 01/12/2005, 52/2005 dt. 09/12/2005, and 65/2005 dt.13/12/2005. MatexNet Pvt. Ltd. is organizing Tender Cum E-Auction on behalf of M/s Container Corporation of India Ltd. The sealed Tenders will be accepted on 30th June-09 and 01st July-09 at CFS-Mulund-East, ICD-Chinchwad , ICD-Pithampur & on 01st July-09 at CFS-DRT **for Lots of respective depots** between 10:00 AM to 05:00 PM. The Internet Auction will be organized through internet site www.matexnet.com **on 02nd July 2009.**

Items include Wine, Teak wood logs, Cotton Bed Sheet, Pillow covers, Fabrics, HMS, Copper Welding Wire, Metal Scrap, Hardware goods etc. The items will be sold on "AS IS WHERE IS AND WHATEVER IT IS BASIS" and NO COMPLAINT BASIS basis as per detailed Terms and Conditions mentioned in the Catalogue. **Interested buyers can inspect the cargo during working hours between 25th June-09 to 01st July-09** at **CFS Mulund (East)** Nanepada Road ,Near New Mulund Goods Shed, (Central Railway) **Mumbai 400 081** -Tel .022-25639724, **CFS-Dronagiri Rail Terminal** ,Sector -II,Plot No. 33,34,35 **Navi Mumbai 400 707** Tel No.022-22920367, **ICD Pithampur**, Plot no.113, Mhow-Neemuch Road, Sec-III, Pithampur-454774, Dhar Dist., Madhya Pradesh - Tel. 07292-403705/06 , **ICD-Chinchwad(Pune)** Inland Container Depot, Railway Goods Shed,Chinchwad, Pune-19. Tel- 020-27442092. It is further notified for the benefit of all Importers/Exporters including Government Undertakings / Departments that unless residuary cargo landed on or before **31/05/2009** is physically cleared **before 25th June- 09** auction will be held without any further notice & no claims will be entertained. Auction **Catalogue is available on payment of Rs.100/- + 4% VAT (Non-Refundable) w.e.f. 25/06/09** at **CFS Mulund (East) Mumbai 400081**, **CFS DRT-Navi Mumbai 400707**, **ICD Pithampur, M.P.-454774**, **ICD-Chinchwad, Pune-19** and also from our auctioneer **MatexNet Pvt. Ltd.** 316/317, Commodity Exchange, Opposite Mathadi Bhavan, Plot no.2,3&4, Sec.19, Vashi, New Mumbai – 400705. Ph. (022)-32579884/85/86. Catalogue can also be downloaded from www.matexnet.com or www.concorindia.com (catalogue charges of Rs.100/- + VAT 4% to be collected at time of registration)

sd/- Chief General Manager
CONCOR Western Region

**Cost of Document is Rs.100/- (Rs. One Hundred Only) + VAT 4%
(Receipt is not issued, Catalogue downloaded from
Internet cost of document to be collected at time of
registration)**

Document No. _____

Container Corporation of India Ltd.
(A Govt. of India Undertaking. Ministry of Railways)
C.F.S. Mulund East, Nanepad Road,
Near New Mulund Goods Shed, Mulund East,
Mumbai 400 081 Phone No. 022-21633638
Fax: 022-25637764
Email: abhilashv@concorindia.com

e-Auctioneer: MatexNet Pvt. Ltd.
316 / 317, Commodity Exchange, Opposite Mathadi Bhavan, Plot no.2,3&4, Sec.19, Vashi, New
Mumbai – 400705. Ph. (022)-32579884/85/86. TeleFax: 27830266 e-mail: mumbai@matexnet.com

ON-LINE TENDER CUM E-AUCTION SALE

MatexNet Pvt. Ltd. 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 Cargo through **MatexNet Pvt. Ltd.** Website: www.matexnet.com

SCHEDULE OF PROGRAMME

Inspection of Materials	25th June to 01st July 09 between 11:00 AM to 05:00 PM on Working Days
Venues for Inspection	<p>Venue One CFS-Mulund, Nanepada Road, <u>Mulund (East)</u> Mumbai 400 081 Phone No. 022-25635604, 25633812</p> <p>Venue Two C.F.S. Dronagiri Rail Terminal Sector –II, Plot No. 33,34,35 Navi Mumbai 400 707 Phone No. 022-32579808, 27240345</p> <p>Venue Three ICD-Pithampur, Plot no.113, Mhow-Neemuch Road, Sector-III, Pithampur-454774, M.P. Phone No.07292-403701-7</p> <p>Venue Four ICD-Chinchwad (Pune) Inland Container Depot, Railway Goods Shed, Chinchwad, Pune – 19 Phone no. 020-27442092, 27971029</p> <p>Venue Four DCT-Turbhe, Central Railway Goods Shed, Commercial Office, 1st Floor, Near CWC, Sec.20, Turbhe-400 705. Phone No.022-27844842 / 43.</p>

Submission of Sealed tenders	On 30 th June 09 & 01 st July 09 between 10:00 AM to 5.00 PM. at <i>CFS Mulund –East (for Mulund East lots)</i> , <i>ICD-Pithampur (for Pithampur lots)</i> , <i>ICD-Chinchwad (for Chinchwad lots)and DCT-Turbhe (for Turbhe lots)</i> and on 01 st July 09 between 10:00 AM to 5.00 PM at <i>CFS-DRT (for DRT Lots)</i> . Tender Box will be kept at CFS-Mulund (E), CFS-DRT, ICD-Pithampur, ICD-Chinchwad and DCT-Turbhe for lots of respective depots.
Sealed Tender Closing Date, Time	01 st July 09 at 05.00 PM.
Earnest Money Deposit (EMD) for On-Line Auction (Refundable)/Adjustable against Balance Payment	Rs. 50,000/- for participating in ALL LOTS AT ALL LOCATIONS Rs.25,000/- for participating in ONE FCL lot of a particular location. Rs.25,000/- for participating in all LCL lots of all locations Or Individual EMD as mentioned against individual lot
For E-Auction EMD collection closes at	5.00 PM on 01 st July 09 at the Office of MatexNet, Mumbai.
DEMO/ MOCK e-Auction	With prior appointment.
Online Auction Date & Time	02 nd July 09. Refer Annexure-II, III, IV & V for Time Slots.
Opening of Sealed Tenders	02 nd July 09 after closure of e-auction of respective locations.
Finalisation of Bids	14 th July 2009 (Subject to Customs Approval)
Return of EMD's of unsuccessful Bidders	23 rd & 24 th July 2009
To BID for LOT basis. The rate of VAT/ Sales Tax /Octroi 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.	
Delivery Period	05 th to 18 th August 2009 (Excluding Sundays & Holidays)
Contact Details:	
<p>MatexNet Pvt. Ltd. Mr. Raghu/ Ms. Isaki- Tel: 022-32579884/85/86., 9322990777 Fax:27830266</p> <p>CONCOR Mr. Abhilash V. / Mr. Manish Masekar, <u>CFS-Mulund East</u> Tel: 022-25639724, 25637762 Fax: 25637764 Email: abhilashv@concorindia.com, manishm@concorindia.com</p> <p>Mr. A.K. Singh / Mr. Apurva Kocchar, <u>CFS DRT</u> Tel: – 022-22920367, 27240945 Fax: 020-27240928 Email: aksingh@concorindia.com, drt@concorindia.com,apurv@concorindia.com</p>	<p>Mr. Vijay Sharma, <u>ICD Pithampur</u> Tel:-07292-403705/06, Fax:-07292-2403717 Email: indp@concorindia.com</p> <p>Mr. Venkatesh Rajulu, <u>ICD Chinchwad</u> Tel:- 020-27442092, 27971029, Fax:-020-27442094 Email: pune@concorindia.com</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 MatexNet Pvt. Ltd. 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, 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 MatexNet Pvt. Ltd. The prospective bidder shall have to deposit Earnest Money Deposit (EMD) of **Rs.50,000/-** for ALL LOTS at all locations ,**Rs.25,000/-** for all LCL Lots at all locations ,**Rs.25,000/-** for One FCL lot at a particular location or specified 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 CFS Mulund (East), CFS-DRT, ICD Pithampur & ICD-Chinchwad lots.** The EMD will be accepted in the office of MatexNet Pvt. Ltd. only.

Alternatively, the Bidder can deposit the Earnest Money Deposit Amount to the Account of Container Corporation of India Ltd.(A/c No. 0061001800000015 – PUNJAB NATIONAL BANK in any of its core Branches in India.) and submit the Deposit Slip to MatexNet/ CONCOR. The RTGS request details to be given to bank are as under:-

Beneficiary Name	:- CONTAINER CORPORATION OF INDIA LTD.
Beneficiary A/c No.	:- 0061001800000015
Beneficiary Address	:- NEW ADMINISTRATIVE BLDG,5 TH FLOOR D.N.ROAD ,MUMBAI 400 001
Bank	:- PUNJAB NATIONAL BANK
Beneficiary Bank Branch	:- ILACO HOUSE,FORT ,MUMBAI
Beneficiary Bank IFSC Code	:- PUNB0006100

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 CFS Mulund-East (for Mulund East Lots), CFS-DRT (for DRT Lots), ICD-Pithampur (for Pithampur Lots) and ICD-Chinchwad (for Chinchwad Lots). **In case of sealed tender for Pithampur and Chinchwad the Pay Order / DD should be payable at Indore and Pune respectively.**

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 CFS Mulund-East (for Mulund East Lots), CFS-DRT (for DRT lots), ICD Pithampur (for Pithampur Lots)) and ICD-Chinchwad(for Chinchwad lots) on **02nd July 2009 after closure of E-Auction of the respective depots** in presence of two officers from CONCOR & one from Customs.

Sealed Tenders without Earnest Money Deposit, incomplete tender **and Acceptance form 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 failure to which the complete EMD of **RS. 50,000/-** 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, MatexNet will not be held responsible for the loss / forfeiture and purchaser shall keep MatexNet 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” MATEXNET will provide User – Identity and Password to enter into Website www.matexnet.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/- + 4% VAT alongwith EMD to MatexNet.***
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. **All the lots of Mulund East-Annex-II, CFS DRT-Annex-III, ICD-Pithampur-Annex-IV and ICD-Chinchwad-Annex-V are import consignments except Lot no.1091 of Mulund East which is export consignment. The conditions applicable for specific lots has been mentioned in respective annexures.**
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.
14. Container Corporation of India Ltd. / MATEXNET does not give warrantee or guarantee of the Quantity, Quality, 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 knows 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. MATEXNET runs its business on the basis of a robust Website. However MATEXNET 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/ MATEXNET 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/ MATEXNET directly or indirectly affecting Online method of Bidding.

20. MatexNet Pvt. Ltd./CONCOR takes no responsibility of the quality, quantity, documentation details of Buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless MatexNet Pvt. Ltd. from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall MatexNet 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 MatexNet 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 MatexNet 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. MatexNet Pvt Ltd is only an e-commerce service provider, and cannot be party to or control in any manner any transactions between the Seller and Bidder. MatexNet Pvt Ltd 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 MatexNet Pvt. Ltd. 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 MatexNet Pvt. 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.

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 or delayed the EMD deposited for that lot will be refunded to the bidder WITHOUT INTEREST. In case the required NOC's mentioned in the above annexures are received prior to auction date the same will be updated on internet.**

For all the lots confirmation will be informed to the bidder on 15th and 16th July 2009 by E-Mail/Fax followed by courier.

24. VALIDITY

The Online auction bidders and Tender bidders must keep their bids valid for a period of 45 (Fourty Five) calendar days from the date of closing of e-Auction excluding the date of closing. In case the 45th 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)

25. **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.

26. **Training:** MatexNet will provide training (on-line) if required by the bidders at a mutually convenient date and time before the Auction.
27. **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.**
28. **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 outbid, 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.

PAYMENT OF BALANCE MONEY

29. 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 along with Value Added Tax (VAT)/Sales Tax (as applicable), Octroi, Cargo loading charges, Service Taxes, Cess etc. applicable at the concerned location. The Successful bidder has to produce copy of intimation letter issued by Matex Net Pvt. Ltd. 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 17th to 23rd July 2009 (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.**
30. 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.
31. 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

32. The cost of material handling i.e. loading charges along with service taxes/Cess 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.

TAXES

33. 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 29 above before taking delivery. The Octroi amount will be calculated on Bid Amount plus VAT amount and all other CONCOR charges at applicable rates.

DELIVERY

34. **Bidders must make the full payment as per above schedule since CONCOR has to complete further Customs procedure between 24th July to 04th August 2009. Delivery of goods will commence effectively from 05th till 18th August 2009 (on working days excluding Sundays & holidays). In case there is a delay completion of Customs Formalities, the delivery period will be extended accordingly.**
35. 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
36. The successful bidder shall produce the **copy of the Intimation letter issued by Matexnet/ 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 Matexnet / 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.
37. 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 Import & Export Tariff) for a maximum period of two calendar days after the expiry of stipulated schedule dates as given in 34 above. Thereafter EMD alongwith entire balance payment made for this lot will automatically stands forfeited.
38. 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.
39. 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

40. 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. MatexNet/ 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

41. 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.
42. **Container Corporation of India Ltd is not bound to accept the highest offer.**

GENERAL

43. Employees of CONCOR / MATEXNET are barred from participating in the On-line sale, unless otherwise approved by CONCOR Management.
44. 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".
45. 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 EMD.
46. 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.
47. 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.
48. In the event of failure on the part of the successful bidder to fulfill his contractual obligations, CONCOR / MATEXNET reserves the right to debar such bidder from participating in any future auction/tender auction on behalf of Container Corporation of India Ltd.
49. In case of accidents etc. to the bidder/labour/ or his representatives CONCOR / MATEXNET 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.

50. CONCOR / MATEXNET will not be liable for any claim and bidder shall keep CONCOR / MATEXNET fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
51. 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.
52. 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

53. 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.
54. 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 Mumbai City only.

DEMO/ MOCK Auction

55. For Bidders who have indicated non-familiarity with e-Auction, training on a DEMO/ MOCK Auction will be arranged with prior appointment.
56. 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.
57. No training will be given during the day of Actual e-Auction.

A Note of caution for the Bidders

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 13-step E-Auction Bidding Procedure by MatexNet Pvt. Ltd.: -

Steps for Actual Bidding Procedure

1. Go to www.matexnet.com
2. Enter "User ID " and "Password".
3. When a bidder logs in for the first time for the particular auction, bidder has to accept to the Terms & Conditions. (*After accepting to the terms & conditions of the company only you can be able to bid*)
4. After accepting to the terms you will be taken to the auction-listing page where you will be able to see all the details about the auctions.
5. Click on Auction Room link on the top of this page. This will take you to the Bidding Page. A separate Window opens which is the Bid room.

6. The Starting Price and Minimum Increment will be displayed against each lot in the Bid-Room.
7. Now Start Bidding. You can either bid Manually OR can use Auto-Bid. (In Auto bid, the computer will bid on your behalf upto that value you have given.)
8. In the Manual Bid option, you can put your bid in the text box available for each ITEM and submit it every time. *(The Bid should be placed without any decimal or Comma marks)*
9. A bid confirmation pop up box will appear to confirming whether you want to go ahead with the bid posted or not. If you confirm, your bid it will be posted. If your bid is accepted, that will be displayed in "Your bid" column on your right side screen of Bid Room. Also the highest bid amount will be displayed in "Highest bid" column. If you are the highest bidder at the time, "Your Bid" column will be highlighted with "green" background.
10. For Auto Bid, Click on the "A" icon related to the item you want to bid. It will open a small window where you can place your "auto bid".
Enter your starting bid amount in "Your Amount" text box, the minimum increment is an optional text box by default it will take the minimum increment amount, which is fixed by the company for that product. Enter the maximum amount in the "Maximum Ceiling Amount" text box. Submit your auto bid after filling all the above values.
11. In the Manual Bid option, you can put your bid in the box available for the bid and submit every time. A bid confirmation pop up box will appear confirming whether you want to go ahead with the bid posted. On confirmation your current bid will then be displayed on the Right Hand Side screen. The bid of the highest bidder will also be displayed without the identity.
12. You can see your Bid Value and the Highest Bid Value for a particular lot after bidding once.
13. In case that you are the Highest Bidder, "Your Bid" column will be highlighted with "green" background. This remains until you are out-bided. It is very important that you watch the Auction Bid-Room until closure.
14. There is Auto Time Extension will be done by the system. If a bidder posts his bid in the last 3 minute of the auction closing time, the auction will be extended automatically for further 3 minutes.

Chief Manager

CFS Mulund (East)

Format of Acceptance Form to be duly filled and submitted along with visiting card at any of the offices of MatexNet 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 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. _____

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)	(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.

Signature & Seal of Tenderer :

Place :

Date :

Container Corporation of India Ltd.										
CFS-Mulund (E)										
Tender cum E-Auction 02nd JULY,2009										
Annexure-II										
SR.	LOT NO.	CONTAINER NO.	SZ	PKGS (APX)	GROSS CARGO WEIGHT KGS. (APPROX)	CARGO DESCRIPTION	EMD	VAT RATES	OCTROI RATE %	REMARKS
1	1034	NA	LCL	11-BOX=106 BOTTLES APPROX.	170	ASSORTED WINE/LIQUER CHAMPAGANE BOTTLES	2000	20%	7%	Bidder should have F-1 Licence. PHO NOC has been obtained.
2	1140	MSKU6632010	40	370	25930	ROUGH SQUARE ECUADORIAN TEAK LOGS	25000	12.50%	7%	PQ and Forest NOC to be obtained by the bidder.
2	1140	MSKU9260771	40	397	26220	ROUGH SQUARE ECUADORIAN TEAK LOGS	INC ABOVE	12.50%	7%	-Do-
2	1140	PONU7109107	40	392	26320	ROUGH SQUARE ECUADORIAN TEAK LOGS	INC ABOVE	12.50%	7%	-Do-
2	1140	MAEU8052630	40	378	26410	ROUGH SQUARE ECUADORIAN TEAK LOGS	INC ABOVE	12.50%	7%	-Do-
2	1140	MSKU9034460	40	438	26010	ROUGH SQUARE ECUADORIAN TEAK LOGS	INC ABOVE	12.50%	7%	-Do-
3	1152	CRXU3024175	20	NA	3180	TEAK WOOD ROUND LOGS & ONE CORRUGATED PAPER ROLL	25000	12.50%	7%	-Do-
4	1154	FCIU3162160	20	161	9440	100% COTTON DOUBLE BED SHEET WITH PILLOW COVERS	25000	4%	3%	Subject to clearance textile committee test report for Azo dyes /Hazardous dyesto be obtained by bidder.
5	2008-09/014	GESU2383860	20	857 ctns	21520	Hardware Goods.	25000	4%	5.50%	Subject to Customs Noc and NOC of anyother Govt. Agency as required by Customs
6	2008-09/023	MSKU6273902	40	1 lot	16780	Logs, Lumber	25000	12.50%	7%	PQ and Forest NOC to be obtained by the bidder.
6	2008-09/023	MSKU6573860	40	1 lot	16980	Logs, Lumber	INC ABOVE	12.50%	7%	-Do-
6	2008-09/023	MSKU6943199	40	1 lot	16630	Logs, Lumber	INC ABOVE	12.50%	7%	-Do-
7	2008-09/024	MAEU6843571	20	257 Pcs	20270	Teak Rough Square Logs	25000	12.50%	7%	-Do-
7	2008-09/024	MSKU3285068	20	362 Pcs	18260	Teak Rough Square Logs	INC ABOVE	12.50%	7%	-Do-
7	2008-09/024	MSKU2022323	20	294 Pcs	21670	Teak Rough Square Logs	INC ABOVE	12.50%	7%	-Do-
7	2008-09/024	MSKU3545000	20	291 Pcs	20720	Teak Rough Square Logs	INC ABOVE	12.50%	7%	-Do-
7	2008-09/024	POCU0152160	20	310 Pcs	20780	Teak Rough Square Logs	INC ABOVE	12.50%	7%	-Do-
8	2008-09/025	OCLU1321816	40	515 units	22340	Lumber	25000	12.50%	7%	-Do-
8	2008-09/025	TRIU5147532	40	601 units	22850	Lumber	INC ABOVE	12.50%	7%	-Do-
9	2008-09/027	CRXU3118886	20	1 lot	14140	Heavy Melting Scrap	25000	4%	3.00%	Subject to 100% examination after destuffing under A.C docks supervision before delivery.
9	2008-09/027	MSKU4490581	20	1 lot	17730	Heavy Melting Scrap	INC ABOVE	4%	3.00%	-Do-
10	1125	TTNU4875056	LCL	1	253	EXIDE BATTERIES: GROUP SIZE-12V:GR 34,RESERVE CAPACITY 95-MINS,EXIDE MAXIMA-12 NO'S	1000	12.50%	5.50%	Bidder to produce Registration Certificate issued by the Ministry of Environment and Forests or designated agency in terms of Rule 6 of the Batteries (Management and Handling Rules) 2001 prior to delivery

Tender cum E-Auction 02nd JULY,2009						Annexure-II				
SR.	LOT NO.	CONTAINER NO.	SZ	PKGS (APX)	GROSS CARGO WEIGHT KGS. (APPROX)	CARGO DESCRIPTION	EMD	VAT RATES	OCTROI RATE %	REMARKS
11	2009-10/01	TTNU2142023	20	296 pkgs	14995	Teak Rough Square Logs	25000	12.50%	7%	PQ and Forest NOC to be obtained by the bidder.
12	2009-10/02	TCNU8568435	40	220 bales	15026	Knitted Fabrics	25000	4%	3%	Subject to clearance textile committee test report for Hazardous dyesto be obtained by bidder.
13	2009-10/03	CRSU1219113	LCL	3 CTNS	127	Documents	2000	4%	5.50%	Subject to Customs Noc and NOC of anyother Govt. Agency as required by Customs
16	2009-10/06	MSKU7875463	LCL	64 PKG	851	New Clothes	5000	4%	3%	Subject to clearance textile committee test report for Hazardous dyes to be obtained by bidder.
17	1091	NA	LCL	6	2500	METAKOLIN POWDER	500	4%	5.50%	Export Lot- PHO to be obtained by the bidder and subject to customs NOC.
NOTE:										
1) Pl. see the remarks column for necessary permission to be taken by the bidder from the Govt / Non-Govt agencies before taking the delivery.										
2) Vat/Sales Tax/Octroi 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 material										

Container Corporation of India Ltd.										
CFS-DRT										
Tender cum E-Auction 02nd JULY,2009										
Annexure-III										
SR	LOT NO.	CONTAINER NO.	SIZE	PKGS (APX)	GROSS CARGO WEIGHT KGS. (APPROX)	CARGO DESCRIPTION	EMD	VAT	OCTROI	REMARKS
18	60	CAXU3212666	20	410 ctns.	4510	HOOK AND LOOP	25000	4%	NA	Nil
19	61	CAIU2171339	20	540 CTNS	19470 KGS	MINOR DIA 401(99 MM) TINPLATE EOE EXTERIOR GOLD LACQUER, INTERIOR GOLD LACQUER COATED WITH OPENING INSTRUCTION FOR DRY FOOD	25000	Awaited	NA	Nil
19	61	CAIU2171030	20	540 CTNS	19470 KGS	DO	INC ABOVE	Awaited	NA	Nil
19	61	CAIU2170986	20	540 CTNS	19470 KGS	DO	INC ABOVE	Awaited	NA	Nil
20	DRT/09-10/001	MSCU7949459	40	18 CASES	7881 KGS	BALL VALVES	25000	Awaited	NA	Nil
NOTE:										
1) Pl. see the remarks column for necessary permission to be taken by the bidder from the Govt / Non-Govt agencies before taking the delivery.										
2) Vat/Sales Tax/Octroi 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										

		Container Corporation of India Ltd.											
		ICD-Pithampur											
Tender cum E-Auction 02nd JULY, 2009						Annexure-IV							
SR	LOT NO.	CONTAINER NO.	SIZE	PKGS (APX)	GROSS CARGO WEIGHT KGS. (APPROX)	CARGO DESCRIPTION	EMD	VAT %	OCTROI %	REMARKS			
21	8	CRXU2258498	20	690 pkgs.	20700	Copper Welding Wire	25000	4%	NA	Nil			
22	9	GVCU2117499	20	Loose	25960	Mix Metal Scrap (Brass, Coppe & S S Brass)	25000	Awaited	NA	Nil			
23		GESU 3670850	20	Loose	27140		25000	Awaited	NA	Nil			
23		MSKU 2280523	20	Loose	27720		do						
23		PONU 0824145	20	Loose	27780		do						
23		MSKU 5190655	20	Loose	27560		do						
23		MSKU 3688649	20	Loose	27010		do						
23		MSKU 3270849	20	Loose	27640		do						
23		MSKU 7581920	20	Loose	27620		do						
23		TTNU 2120908	20	Loose	27220		do						
23		CAXU 6517720	20	Loose	27640		do						
23		PONU 0361375	20	Loose	27020		do						
23		PONU 0191427	20	Loose	27440		do						
23		MSKU 5141500	20	Loose	27600		do						
23		SEAU 2214915	20	Loose	24000		do						
23		MSKU 7569648	20	Loose	27720		do						
23		MSKU 5139078	20	Loose	27560		do						
23		MSKU 4002985	20	Loose	27780		do						
23	10	MSKU 7669415	20	Loose	27560	Metal Scrap (L M S)	do						
23		MSKU 5111574	20	Loose	27480		do						
23		POCU 0115059	20	Loose	27640		do						
23		UXXU 2453998	20	Loose	27720		do						
23		MSKU 7810544	20	Loose	27080		do						
23		NDLU 2003560	20	Loose	27980		do						
23		GATU 0938347	20	Loose	27910		do						
23		MSKU 7611408	20	Loose	27560		do						
23		MSKU 4444523	20	Loose	27660		do						
23		MSKU 2696716	20	Loose	27440		do						
23		MSKU 7748073	20	Loose	27660		do						
23		MSKU 5212245	20	Loose	27660		do						
23		MSKU 2711359	20	Loose	27780		do						
23		PONU 0029822	20	Loose	26120		do						
23		MSKU 7947331	20	Loose	27080		do						
23		MSKU 7028453	20	Loose	27700		do						
23		MAEU 6824735	20	Loose	27640		do						
NOTE:													
1) Pl. see the remarks column for necessary permission to be taken by the bidder from the Govt / Non-Govt agencies before taking the delivery.													
2) Vat/Sales Tax/Octroi 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 material													

		Container Corporation of India Ltd.											
		ICD-Chinchwad											
Tender cum E-Auction 02nd JULY,2009					Annexure V								
SR.	LOT NO.	CONTAINER NO.	SZ	PKGS (APX)	GROSS CARGO WEIGHT KGS. (APPROX)	CARGO DESCRIPTION	EMD	VAT RATES %	OCTROI RATE %	REMARKS			
24	2	APHU6082065	40	NA	NA	Rack for front 2wd axle 1*40" cntrs	25000	Awaited	NA	Nil			
NOTE:													
1) Pl. see the remarks column for necessary permission to be taken by the bidder from the Govt / Non-Govt agencies before taking the delivery.													
2) Vat/Sales Tax/Octroi 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 material													