

# TENDER FORM

## *CUM* *TERMS AND CONDITIONS FOR SALE* *Tender Notice No. 1/2005-2006*

**The Chief General Manager, CONCOR, North Central Region, NOIDA proposes to dispose off the goods stored in container no. (details enclosed) through sealed tenders on “AS IS WHERE IS” basis. 20% of the total value of the goods quoted by the bidder will have to be submitted in the form of Demand Draft / Pay order in favor of “Container Corporation of India Ltd.” payable at Kanpur along with the tender documents. The tender documents without the required earnest money will be summarily rejected.**

EMD required : 20% of quoted value

Cargo inspection – Date & Time : 19.01.06 to 21.01.2006

Last Date & Time for submission of – : 23.01.06 upto 11:00 hrs.  
Tender Documents.

Date, Time & Venue for opening of Tender : 23.01.2006 at 16:00 hrs at ICD  
documents. Kanpur.

Detailed Terms and Conditions are enclosed

Name of the tenderer \_\_\_\_\_

Address of the tenderer \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone no. \_\_\_\_\_

**Signature of the tenderer**

**CONTAINER CORPORATION OF INDIA LTD.**  
**( A GOVT. OF INDIA UNDERTAKING)**  
**INLAND CONTAINER DEPOT**  
**JUHI RAILWAY YARD**  
**KANPUR**

**उम०क्ष०**  
जूही रेलवे यार्ड  
कानपुर

**TERMS & CONDITIONS OF SALE**  
**THROUGH AUCTION**

***PRICE Rs.50/-***

## DETAILS OF AUCTION GOODS

LOT NO.	CONTAINER NO.	SIZE	COMMODITY
1	CRXU9030386	40L	Plastic Scrap
	MSCU8868602	40L	Plastic Scrap
2	CRXU2779217	20L	Rock Salt
	EOLU3289661	20L	Rock Salt
	MLCU2542621	20L	Rock Salt
	TRLU2828263	20L	Rock Salt
3	MLCU25666182	20L	Steel Scrap
4	CBHU3054527	20L	Rubber Processing Oil
5	05 BUNDLE		Non Woven Material

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### TERMS & CONDITIONS OF SALE THROUGH AUCTION

1. The Auction committee reserves the right to reject any or all bids offered through auction in part or full without assigning any reasons whatsoever.
2. The highest bidder will be normally offered the goods subjects to approval of auction committee.
3. Once the goods are sold through auction, 30% of bid money in case of confirmed acceptance and 20% of bid money in case of provisional acceptance, has to be deposited on the spot. The Balance money has to be deposited by the successful bidder within seven working days of the acceptance of the offer. Any delay beyond the free period would invite a penalty a @ 2 % per month of the sale amount or as deemed fit by the competent authority. This penalty would be computed on the monthly basis or part thereof. The goods sold in the auction should be lifted within four working days after making the full payment. In case of any delay thereafter ground rent @ 400/- for 20' container and @ 800/- for 40' Container per day or part thereof and @50/- per MT till physical delivery of cargo would be levied.
4. The Period allowed for making payment and lifting the cargo beyond free period with panel charges would be solely on the discretion of competent authority.

5. In case of failure of paying the dues and lifting the auctioned material in time CONCOR reserves the right to forfeit the earnest money deposited and can put the same lot for next auction without any further notice.
6. A non refundable entry fee of Rs. 250/- in cash and refundable security deposit of Rs. 20000/- Per head in the form of DD in favour of "CONTAINER CORPORATION OF INDIA" payable Kanpur will be collected from each participant before the auction starts.
7. Auction committee reserves the right to forfeit the security money deposited by the bidder if any one found creating obstruction in auction proceedings or any misconduct and can be debarred from auction.
8. The local taxes as leviable are to be paid before taking delivery.
9. State/Central Laws are to be adhered to either before taking delivery or after as the case may be.
10. Container Corporation of India Ltd., shall not be responsible for delay loss or non receipt of tender documents sent by post either way.
11. The goods will be sold in lot.
12. Bidders awaiting decision/confirmation against confirm and STA are required to be in touch with CONCOR for the final decision. Such decision displayed on the notice board will be treated as served.
13. Quantities as specified are approximate. CONCOR accepts no responsibility whatsoever for any error either in the description, conditions or quantities and no compensation shall be paid in respect of any such faults or errors in the description. The materials will be delivered on "AS IS WHERE IS BASIS". CONCOR is not concerned with the use of materials, and for the purpose for which the purchaser intends to purchase and no complaints regarding quality and quantity of the material sold will be entertained by the CONCOR. Intending Bidders shall be considered to be aware of the general nature and quality of the materials that will be sold to them before submitting their tenders.
14. Bidders will not be allowed to admit any other person as partners or assign, or sublet in any manner, the interest in the contract, after getting the offer.
15. Should any mistake, whatever be made in describing a lot in the Auction of the auction, especially in stating the quality or quantity, such mistake will not be held to vitiate or effect the sale in any way it being understood that intending purchasers have satisfied themselves on all points before submitting their quotations.

- a) The full purchase price will be paid by the purchaser in the form of Demand Draft of any Nationalised Bank in favour of "Container Corporation of India Limited, New Delhi". However, it may please be noted that the receipt for the same will be issued by the Accountant/ICD on realization of the amount of Demand Draft.
- b) Gate pass for removal will be issued only after the full purchase price including taxes etc., has been deposited by the purchaser.
16. The material can only be removed from ICD premises on production of a Gate Pass issued from the ICD/JRY, Kanpur.
17. In case the purchaser does not present himself for delivery and desires that the delivery may be given to his representative, a power of attorney on a non-judicial stamp paper duly executed before and authenticated by a Notary Public or Court Judge or Magistrate may be furnished to CONCOR Administration at the time of taking delivery of the material.
18. All correspondence should be addressed to the Terminal Manager, ICD/JRY, Kanpur.
19. (a) Normally no extension for more than one month beyond the delivery period within which the purchaser is supposed to remove the material shall be granted and material if not removed within the free delivery period or the extended delivery period shall be liable to be disposed off by the Chief General Manager/NCRO, Noida in such manner as he deems fit at the entire risk and cost of the purchaser and he will not be entitled to any compensation whatsoever for the materials having been so disposed off.
- (b) No interest shall be paid to the purchaser on the amount deposited by him as Earnest/Security Money and subsequently found refundable to him under any provision of these conditions.
20. It is to be distinctly understood that the delivery of the materials will be ex-site on 'As -is-where-is' basis. The delivery will not be effected on IInd Saturday, Sundays and Gazetted Holidays or Holidays observed at ICD/JRY, Kanpur. Delivery of the material will be effected during the normal working hours. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time.
21. (i) The labourers of the purchaser will be allowed in the CONCOR premises on extra permits which will be issued by the officer concerned.
- (ii) The purchasers will be entirely responsible for any loss, damage etc. suffered by or injury sustained by labourers within CONCOR premises and in no circumstances shall the Administration entertain any claim in the matter. On no account the purchaser or his labourers shall be permitted to reside in the CONCOR premises after closing hours.

(iii) The tool and Plant articles brought by the labourers of the purchaser will be recorded at the gate while the labourer is allowed in and will be subject to check with the particulars noted to be allowed to pass out.

(iv) The CONCOR Administration reserves the right to check the contents of the materials already delivered and loaded in vehicles, etc. before it actually leaves the site and no claim from the purchaser for detention to vehicles etc. will be entertained by CONCOR Administration on this account.

22. The earnest money shall be forfeited by the CONCOR if the purchaser without sufficient cause fails to deposit the price of materials within the period specified in the acceptance of offer issued to him. In such event, the sale contract made through the purchaser without any further reference to him and the material will be disposed off by the Chief General Manager, North Central Region in the most suitable manner in the given circumstances and the difference between the price fetched on such re-sale and the price tendered shall be recovered from the purchaser and additionally the purchaser will be liable to make good to CONCOR any other losses sustained on such re-sale and the same will be recovered by the due process of law.
23. The material will remain CONCOR's property unless and until all the conditions of contract are fulfilled . The mere payment of the purchase price does not constitute complete purchase and material will become the property of the purchaser only after the sale has been completed . CONCOR Administration shall not in any circumstances whatsoever be liable for any theft or mis-appropriation /loss by deterioration or fire or for any other loss through any cause whatsoever which may occur after all the formalities for the sale are completed.
24. Sale tax , Purchase Tax, or any taxes wherever in force shall be payable by the purchaser.
25. Delivery of the material will be jointly witnessed by the representatives of Customs and CONCOR and Security department in the presence of the purchaser. In the event of purchaser's failure to do so CONCOR shall in no case be responsible for any shortage and shall not under any circumstances make good the deficiency.
26. Once the goods have been made over to the purchaser, CONCOR Administration shall not accept any responsibility whatsoever for the safe guarding of the purchased goods.
27. The bidder should submit 100% Sales Tax as security amount against the Sales Tax Forms which would be refunded after the verification from the sales tax-department.

## AUCTION FORM

Name of the Auctioner/Firm : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No. : \_\_\_\_\_

I hereby declare that:

1. I have read and understood the terms and condition of Tender of CONCOR.
2. I have inspected the material up to my entire satisfaction / am not interested to inspect the materials.

The following are the details of the amount quoted against each lot which are offered for auction :

LOT NO.	DESCRIPTION	AMOUNT	EMD(20% OF THE BID AMOUNT)	DD NO. DATE & AMOUNT	BANK DRAWN & BRANCH

**Signature of the Tenderer**

Tenderers are advised to Xerox this page, if they want to quote for more than one lot. Tenderers are also advised give their clear record such as Lot Number, Name and Full Address of the tenderers in bold letters.