

**Container Corporation of India Ltd.**

(A Govt. of India Undertaking. Ministry of Railways)  
B-301 Sakar-VII, Nr. Nehru Bridge Corner,  
Ashram Road,  
Ahmedabad- 380 009  
Phone No. 079-40273333  
Email:nkvasu@concorindia.com

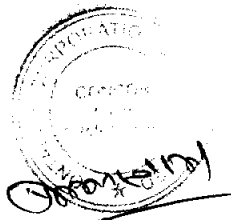
**E-Auctioneer: M/s. MSTC Ltd.**

21, KAMLANJALI APARTMENT,  
2ND FLOOR, ABOVE HDFC BANK,  
OPP. TUBE COMPANY, OLD PADRA ROAD,  
AKOTA, VADODARA-390020

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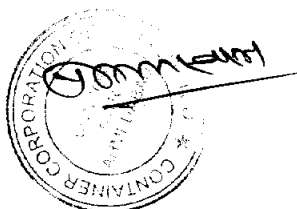
**E-AUCTION CUM E-TENDER SALE FOR EXIM & DOMESTIC LOTS**

M/s. MSTC 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 E – Auction cum E-Tender Sale of EXIM & Domestic cargo/damaged containers lying at ICD Khodiyar, ICD-Ankleshwar, DCT-Khodiyar, CFS-Gandhidham, Mundra on Dt.9.1.2020 through MSTC Ltd. Website: [www.mstcecommerce.com](http://www.mstcecommerce.com)

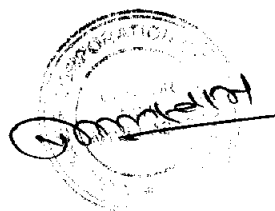


### SCHEDULE OF PROGRAMME

Inspection of Materials	27.12.2019 to 04.01.2020 between 11:00 AM to 17:00 PM on Working Days (Please note sample of cargo will be not allowed )
Venues for Inspection	<p><b>Venue One</b> CONCOR ICD-Khodiyar, Inland Container Depot. Jamiyatpura Village Road, Nr. Khodiyar Railway Station, S.G. Highway, Dist.: Gandhinagar, Gujarat. Phone No. 079-23945002, Fax.079-23945048, Mobile: 9967581044 8128663111. Email: rohan.d@concorindia.com; pgbhatt@concorindia.com</p> <p><b>Venue Two</b> CONCOR DCT-Khodiyar, . (Domestic Container Deport) Jamiyatpura Village Road, Nr. Khodiyar Railway Station, S.G. Highway, Dist.: Gandhinagar, Gujarat. Mobile: 8347470999, Email: vrajulu@concorindia.com;</p> <p><b>Venue Three</b> CONCOR CFS-Gandhidham, Khari Rohar Road, Gandhidham - 370 201 Phone No.02836-235479, Mobile: 7202006622. e-mail: gim@concorindia.com; atulk@concorindia.com</p> <p><b>Venue Four</b> CONCOR Mundra Office, Room 205, New Port User Building, Second floor, B/a-3, MEPSEZ, Navinal island, Mundra-370421, Kutch Phone: 02838-271178/79, Mobile: 8128663144 Email: mdpt@concorindia.com; manishku@concorindia.com</p> <p><b>Venue Five</b> CONCOR ICD-Ankleshwar Opposite Uma Bhawan, Near IBP Petrol Pump, Old National Highway-8, Ankleshwar - 393 002, Dist. Bharuch, Phone No.02646 - 235515, Mobile: 9967581032, 8128663130 Email: vishal@concorindia.com; ramdas@concorindia.com</p>
Earnest Money Deposit (EMD) for On-Line Auction & e-Tender (Refundable)	Individual EMD amount is mentioned against each lot in the Annexure-I. Online EMD is to be paid to MSTC.
Online Auction Date & Time	<b>Dt.09.01.2020 from 11:00 hrs to 16:00 hrs.</b>
Finalization of Bids	<b>Approximate 15 Days from opening (Subject to Customs Approval)</b>
<b>To BID for LOT basis.</b> The GST & any other statutory levies will be applicable Extra and payable by the Buyer as prevailing on the date of actual physical delivery of materials.	
Delivery Period	<b>Please go through delivery clauses in bid document</b>



<p><b>Venue One</b>  CONCOR - ICD-Khodiyar  Jamiyatpura Village Road, Nr. Khodiyar Railway Station,  S.G. Highway, Dist.: Gandhinagar, Gujarat.  Mr. P G Bhatt,  Tel:079-23945004,, 9967581044 ;8128663111  Email: <a href="mailto:pgbhatt@concorindia.com">pgbhatt@concorindia.com</a>;  <a href="mailto:rohan.d@concorindia.com">rohan.d@concorindia.com</a></p> <p><b>Venue Two</b>  CONCOR DCT-Khodiyar, . (Domestic Container Deport)  Jamiyatpura Village Road, Nr. Khodiyar Railway Station,  S.G. Highway, Dist.: Gandhinagar, Gujarat.  Mr. V. Rajulu,  Mobile: 8347470999. Email: <a href="mailto:vrajulu@concorindia.com">vrajulu@concorindia.com</a></p> <p><b>Venue Three</b>  CONCOR CFS-Gandhidham  Mr. Atul Kumar Singh  Phone No. 02836-235479, Mobile: 7202006622  Email: <a href="mailto:atul.k@concorindia.com">atul.k@concorindia.com</a>; <a href="mailto:gim@concorindia.com">gim@concorindia.com</a></p>	<p><b>Venue Four</b>  CONCOR Mundra Office, Room 205, New Port User  Building, Second floor, B/a-3, MEPSEZ, Navinal island,  Mundra-370421, Kutch  Mr. Manish Kumar  Mobile: 8128663144  Email: <a href="mailto:mdpt@concorindia.com">mdpt@concorindia.com</a>;  <a href="mailto:manishku@concorindia.com">manishku@concorindia.com</a></p> <p><b>Venue Five</b>  CONCOR ICD-Ankleshwar  Opposite Uma Bhawan, Near IBP Petrol Pump, Old  National Highway-8, Ankleshwar – 393 002, Dist.  Bharuch  Mr. Vishal Patil and Mr. Ramdas Sonkusare  Mobile: 9967581032, 8128663130  Email: <a href="mailto:vishal@concorindia.com">vishal@concorindia.com</a>;  <a href="mailto:ramdas@concorindia.com">ramdas@concorindia.com</a></p>
<p><b>MSTC Ltd.</b>  <b>Vadodara office :</b>  21, Kamlanjali Apartment,  2nd Floor, above HDFC Bank,  Opp. Tube Company, Old Padra Road,  Akota, Vadodara-390020  Phone : 0265-2339672,2310606  Email : <a href="mailto:mpandey@mstcindia.co.in">mpandey@mstcindia.co.in</a>  <a href="mailto:asingh@mstcindia.co.in">asingh@mstcindia.co.in</a>  <a href="mailto:mstcvda@mstindia.co.in">mstcvda@mstindia.co.in</a></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 (except applicable service charges which is to be paid to MSCT LTD.) 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 E-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 registered with MSTC 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 bid in the e auction.
4. **All Contracts/Transactions entered into by the BUYER/BIDDER Arising out of this E-Auction cum E-Tender shall be governed by the Integrity Pact available on CONCOR website, www.mstcindia.co.in, MSTC Vadodara**

**PARTICIPATION****5. Internet Auction: -**

The prospective bidder has to register with the auctioneer MSTC Ltd. on production of hard copy of application, photograph, duly attested PAN copy of Applicant, GST Registration Certificate, Shop Establish Registration, and Income Tax Acknowledgement Return copy of last Income Tax Files. The prospective bidder shall have to deposit Pre-Bid Earnest Money Deposit (EMD) of Individual EMD as mentioned against individual lot of the above locations, in the office of MSTC Ltd.

For more details it is suggested to please contact: mpandey@mstcindia.co.in. CASH WILL NOT BE ACCEPTED.

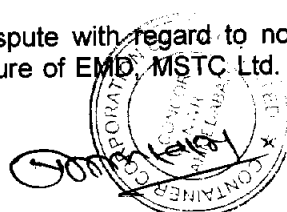
EMD of unsuccessful bidders will be returned by M/s MSTC Ltd. to the bidder.

**6. EMD Forfeiture**

Bidder participating for all lots has to make the balance payment & take delivery of all the lots allotted to him. In case for any of allotted lot, bidder doesn't take delivery of lot within the stipulated time or the time extended by CONCOR the EMD and balance payment made for that particular lot will be forfeited. In case bidder is participating for more than one lot & becomes successful bidder for one or more lot, the EMD of unsuccessful lots will not be adjusted. In case bidder fails to make the balance due payment within the stipulated time or the time extended by CONCOR then EMD paid for the particular lot will be forfeited.

MSTC shall submit complete pre-bid EMD amount of successful bidders to the CONCOR.

In the event of any dispute with regard to non-lifting / non – availability of inspected material etc. and forfeiture of EMD, MSTC Ltd. will not be held responsible for the loss /

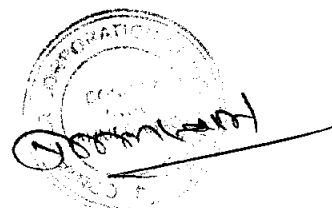


forfeiture and purchaser shall keep MSTC Ltd. fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

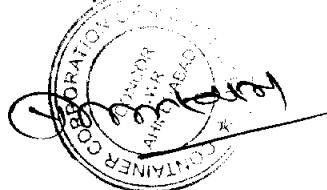
7. Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy.
8. Bidders are advised to change the Password.
9. EMD of unsuccessful bidders (other than H-1 bidders) shall be returned directly by MSTC.

**CONDITIONS OF SALE**

10. The sale is through e-Tender-Cum-E-Auction method. In case of e-Tender interested buyer can submit their bid through e\_tender only once. Buyer may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender.
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/E-tender 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 and in case of EXIM cargo by confirmation by Customs. **Management of Container Corporation of India Ltd. reserves the right to accept or reject any offer for any reason whatsoever or even without assigning any reason.** In the event of any dispute at last or highest bid, the same shall be resolved by Container Corporation of India Ltd. And if need be the particular lot/ lots in question may be re-auctioned. **The special conditions applicable for specific lots have been mentioned against respective lots in annexure.**
13. The lot or lots shall be removed in full from the site with whatever faults and flaws in description or otherwise and no selection or sorting of the material will be allowed. Quantities, Quality, sizes, measurements, numbers and weights stated are approximate. Weights mentioned for all the lot are "Gross Cargo Weight" in KGS/MT Cargo will be sold on Lot Basis only. **Weightment of auction lots will not be permitted. Bidders are not allowed to take the sample from the lot.**
14. Container Corporation of India Ltd. / MSTC Ltd. does not give warrantee or guarantee of the Quantity, Quality, and Chemical composition etc. of each individual item in the lot or about the "End Use" or fitness for a particular purpose.
15. Goods are sold on the assumptions that the bidder has inspected the lot prior to bidding and know what he is bidding for. No complaint shall be entertained after the lot is allotted.
16. Goods may be sold singly or by clubbing them in lots as suitable, convenient and advantageous in opinion the of Container Corporation of India Ltd. Lot will be put up for auction as per convenience of management of Container Corporation of India Ltd. & it is not obligatory to go serially.
17. During Inspection of lots, it may be 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 for inspection to inspect the quality and quantity of goods before auction. No complaints with respect to quality and quantity of goods entertained after auction is over. No complaint of variation in the cargo details 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. MSTC Ltd. runs its business on the basis of a robust Website. CONCOR/ MSTC Ltd. 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/ MSTC Ltd. directly or indirectly affecting online method of Bidding.
20. Though a facility is provided to bidders to select a category in the live auction floor; however, buyers, in their own interest are advised to go to live e auction floor, after selecting " all categories". MSTC will not be responsible for any oversight in selecting the category in live e auction/lot on the part of bidders/buyers.
21. The Sale will be governed by the Material List & Special Terms & Conditions(STC) displayed on the Live e-Auction Floor (and not under Forthcoming Auctions) as well as General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of e – Auction Registration with MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC's sole discretion before the start of e-Auction. Bidders should therefore download the Material List and STC displayed only under View Live Auctions for their record purpose, if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on New USER. Participation in the e-Auction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the STC,BSTC and GTC. In case of any conflict between the STC and BSTC, the STC shall prevail. MSTC shall have the right to issue addendum to the STC or BSTC, to clarify, amend, modify,supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.
22. MSTC Ltd./CONCOR takes no responsibility of the quality, quantity, documentation details of Buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold MSTC Ltd. harmless from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall MSTC Ltd.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 MSTC Ltd. 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 MSTC Ltd. 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. MSTC 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. MSTC Ltd. shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.
23. The Seller/Bidder agrees to limit the liability of MSTC 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 MSTC Ltd. to the Seller/Bidder shall not exceed its 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**

24. 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.**

25. **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 will be considered as date of intimation. However, the participants should read the note mentioned below each annexures before bidding. Once the bids are confirmed by the Customs department for EXIM lots, the "confirmed acceptance" will be intimated to the respective highest/successful Bidder. **In case bid is rejected by Customs the EMD deposited for that lot will be refunded to the bidder WITHOUT INTEREST.**

26. For all the lots confirmation will be informed to the bidder on approval of EXIM lots by concerned Customs department, via E-Mail by MSTC **subsequent to the confirmation received from CONCOR.**

## **27. VALIDITY**

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

**In case the bids are not confirmed by CONCOR within 180 days, bidders have option to take refund of EMD / Security without Interest.**

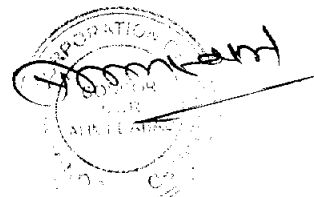
28. Auction period is given as per Schedule of Programme. Further, time extension is allowed as mentioned below:

If a Bidder places a bid price in last 08 minutes of closing of the e-auction, the auction period shall get extended automatically for another 08 minutes for that particular lot/lots only. In case there is no bid price in the last 08 minutes of closing of e-Auction, the auction shall get closed automatically without any extension.

Time extension is not applicable for E-Tender part.

29. **Training:** MSTC Ltd. will provide training (on-line) if required by the bidders at a mutually convenient date and time before the Auction.

30. **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 Maximum limit of auto-bid, the manual bid will prevail and be considered. Bidders may please also note that in the event of a tender bid amount matching that of e-auction bid amount, the tender bid will prevail and be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.



**31. Auto Bid:**

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

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

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

**PAYMENT OF BALANCE MONEY**

**32.** For all the lots the bidder should pay the Balance of the purchase price GST (as applicable) directly to "Container Corporation of India Ltd." at the respective location. Auction Sale Invoice will be issued by respective location to which the lot pertains. Bidder has to make all the balance payment as applicable in case of destuffed deliveries as per EXIM Tariff /Domestic Tariff as the location may be along with all applicable taxes & statutory levies, Container destuffing charges, Cargo loading charges, etc. as applicable at the concerned location at the time of physical delivery of cargo. The Successful bidder has to produce copy of intimation letter issued by CONCOR while making the balance payment. The balance payment will be accepted by way of Pay Order/Demand Draft drawn on any Scheduled / Nationalised bank drawn in favour of "Container Corporation of India Ltd." payable at Ahmedabad.

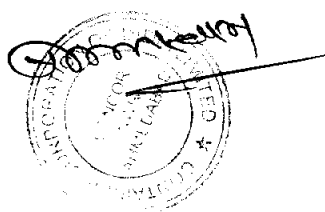
**33.** The successful bidders have to make the balance payment of bid amount within 10 (Ten) days of (excluding Sundays & Government holidays and date of issuance of intimation letter). In case where NOC from any Government Agency / Department has to be obtained either by Bidder or by CONCOR then the payment period will begin from the date on which such a 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.

CGM/NWR can extend time for payment of balance on the request of the bidder.

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

**34.** 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.

**35.** 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 (i.e. including Handling Charges GST etc.) deposited by the bidder shall be forfeited.

### INCIDENTAL/ OTHER COSTS

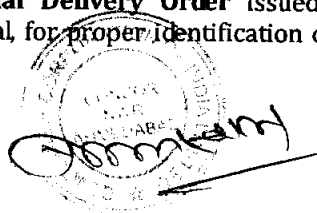
36. The cost of material handling i.e. loading charges along with all applicable taxes and statutory levies that are applicable at the time of physical delivery of cargo, shall be borne by the bidder and payment has to be made to Container Corporation of India Ltd. at the rate prevailing at the time of taking delivery at the respective terminal. Prevailing tariff for handling for each lot etc. may be understood from the terminal during the inspection period.

### TAXES

37. 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 before taking delivery.
38. It is expressly made clear that, all the taxes/ statutory levies etc. shall be borne by the bidder before taking the delivery of the lots.

### DELIVERY

39. Bidders/ Tenders will not be allowed to admit any other person or assign, or sublet in any manner, the interest in the contract, after getting the offer.
40. Bidders must make the full payment as per above schedule since CONCOR has to complete further Customs procedure. Intimation letter for delivery will be issued once the full and final payment of balance amount received against each lot and receipt of confirmation of completion of Customs formalities. Delivery of cargo will be given up to 15 working days (at concerned terminal/location) from issuance of Intimation letter for delivery/delivery order (excluding date of issue). Post 15 working days terminal service charges and wharfage will be applicable as per point no. 40 below. However, the period may be extended by Regional Head on request by bidder with upper limit i.e. maximum of 30 days from date of issue of Delivery Order.
- After the expiry of stipulated schedule dates as given above. Thereafter, CONCOR reserves the right to forfeit the EMD along with entire balance payments made for this lot and that lot can be put in next auction. The right for waiver of ground rent /wharfages lies with CGM/NWR.
41. Terminal service charge for first 7 days, Rs.50 per TEU/Day or part thereof, Next 7 days, Rs. 100 per TEU per DAY or part thereof thereafter Rs.200 per TEU per DAY or part thereof. After free time wharfage shall be charged as per public tariff rate at concern terminal.
42. 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.
43. Delivery of goods will commence from the date decided by CONCOR which will be intimated through e-mail by CONCOR i.e. the next working days after issuance of Delivery order/ intimation letter and it would be effected during normal working hours only. All loading must be completed within the normal working hours as prescribed by respective terminal.
44. The successful bidder shall produce the **Original Delivery Order** issued by Container Corporation of India Ltd. at the concerned terminal, 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 Original Delivery Order issued, if subsequently found to be illegal possessor / producer of the documents Container Corporation of India Ltd. shall in NO WAY be responsible.

45. 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.
46. The successful bidder shall produce the copy of Original Delivery Order for proper identification of bidder at the time of taking delivery of the material. **In case the bidder to which the delivery order is issued 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.**
47. 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.

#### **SHORTAGE**

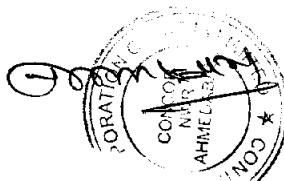
48. Goods are being sold on "**As is and Where is and whatever it is basis**" on "**Lot basis**". Weights indicated OR quantities recorded in the catalogue are approximate. MSTC Ltd. / Container Corporation of India Ltd shall not take the responsibility with reference to weights and measurements and 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 need be while the auction is in progress or prior to commencement of auction.
50. Container Corporation of India Ltd is not bound to accept the highest offer.

#### **GENERAL**

51. Employees of CONCOR / MSTC Ltd. 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. Any further correspondence will be only with the bidder name and address as provided by MSTC.
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 / MSTC Ltd. 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 / MSTC Ltd. 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 laborers, who are engaged for loading the materials.
58. CONCOR / MSTC Ltd. will not be liable for any claim and bidder shall keep CONCOR / MSTC Ltd. fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
59. 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 discretion of TM/CM of respective terminal's on the basis of availability of space and other safety norms.
60. The bidder should possess appropriate licenses as required by Customs Authorities prior to bidding or prior to delivery and may get required clearance from other regulatory agencies like CFL,PQ, ADC, Chemical Examiner, Police depts.etc. wherever applicable. Non availability of proper license/permit/clearances will not be acceptable at later stage.

#### **DISPUTES**

61. 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.
62. 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 Ahmedabad City only.

**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 for E-Auction Bidding Procedure by MSTC Ltd.



**STEPS FOR ACTUAL BIDDING PROCEDURE:**

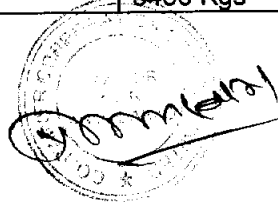
Actual Bidding Procedure shall be provided by M/s. MSTC Ltd. To have better exposure of Bidding Process and any auction related queries, Bidders are requested to contact M/s.MSTC Ltd. to the following concerned MSTC officials:

- 1) Mr. Manoj Pandey , email ID : [mpandey@mstcindia.co.in](mailto:mpandey@mstcindia.co.in) mob.no.0265-2310606

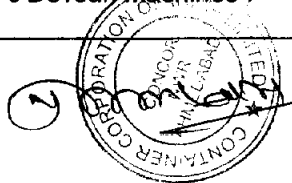


sd/- CHIEF GENERAL MANAGER  
CONCOR – North Western Region

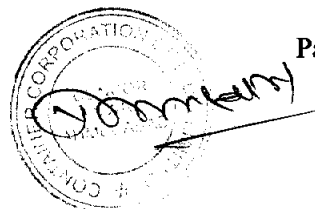
Annexure-I				
List of uncleared/unclaimed cargo/container				
EXIM CARGO				
ICD: KHODIYAR				
S. No.	CONTAINER NO. & SIZE	CARGO DESCRIPTION	QUANTITY/ APPROX. WEIGHT	EMD (Excl.GST)
1	LOT	unexpanded Perlite Ore	6 Bag / 300 kgs	500
2	TGHU2577663-20'	Concrete Cement Blocks	25.5 MT	500
3	MAEU-6799653 / 20' [FCL]	Heavy Melting Scrap (HMS)	25.09 MT	500
4	GJ1BU-7668 [AIR CARGO]	Radvision Video conferencing (Electrocal item)	8 CTN	7000
5	TRLU-5688444 / 40'	Bushing Type [Machinery Spare]	2 Pallets	5000
6	CRXU-2276296 - 20' [LCL]	Machinery Parts - 1 PLT	1 PLT	500
7	MSKU-5853784-20' [FCL]	ALUMINUM SCRAP	24.83 MT	27000
8	UACU-3757248 / 20' [FCL]	Heavy Melting Scrap (HMS)	19.26 MT	5000
9	BAXU-5030320 / 40' [FCL]	FRP FOOD PLANT [Infrastructure of Food Plant]	17.08 MT	12000
10	MSKU-4135479 / 20'	Metal Scrap	21.08 MT	5000
11	MSKU-2248645 / 20'	Heavy Melting Scrap (HMS)	16.85 MT	5000
12	MSKU-5039309 / 20'	Metal Scrap	18.49 MT	5000
13	PONU-1449239-40'	aluminum Scrap Shredded	24.06 MT	34000
14	MRKU-2887388-40'	aluminum Scrap Shredded	25.90 MT	37000
15	TEXU-5333723-40'	Solar Film used for Solar Modules	19.986 MT	10000
16	TCNU-8964457-40'	Solar Film used for Solar Modules	19.898 MT	10000
17	TGHU-3119140-20' [LCL]	Chemical (Salt in liquid form) - 1 Drums	1 Drums	500
18	GVCU-5023768-40' [LCL]	Stainless Steel Seam less tube - 4 Case	2.940 MT	5000
19	GSTU-9786513-40'	ALUMINUM SCRAP	21.64 MT	10000
20	MSCU-9097500-40'	Aluminum Scrap	20.65MT	9000
21	MSCU-9434961-40'	ALuminum Scrap	17.73 MT	8000
22	TTNU-9834281-40'	ALUMINUM SCRAP	17.17 MT	8000
23	TRLU-5688444 / 40'	Fragrance Oil [Non-Edible]	240 Drums / 54000 Kgs	5000
24	GLDU9325517	Mica Dust Powder	2PLT	500
25	CRXU1923320, 20"	MIX METAL SCRAP; Empty cartiridge shell, assorted mix brass scrap; Packed in four jumbo bags	1 LOT/ 2730 Kgs	10000
26	ICSU4939746, 20"	Fabrics (duppata); 100% Cotton; Made in India	324 PKGS/ 5450 Kgs	5000



27	WHLU0206841, 20"	PVC Rsin; PVC Homopolymer Resin; Grade: B-57, Made in Taiwan. Not Good Condition	109 Bags/17600 Kgs	12000
28	REGU3164855, 20"	Stainless Stell; Packet in compressed bales	1 lot/ 25115 Kgs	20000
29	FCIU4282664, 20"	Stainless Stell; Packet in compressed bales	1 lot/ 25540 Kgs	20000
30	REGU3193690, 20"	Stainless Stell; Packet in compressed bales	1 lot/ 25490 Kgs	20000
31	MIEU0001166, 40"	Waste Paper; Packed in compressed bales.	1 lot/ 25190 Kgs	5000
32	MRKU2408438, 40"	Waste Paper; Packed in compressed bales.	1 lot/ 25340 Kgs	5000
33	MRKU2785529, 40"	Waste Paper; Packed in compressed bales.	1 lot/ 25110 Kgs	5000
34	MSKU1878676, 40"	Waste Paper; Packed in compressed bales.	1 lot/ 25210 Kgs	5000
35	MSKU8031277, 40"	Waste Paper; Packed in compressed bales.	1 lot/ 25190 Kgs	5000
36	EOLU2230972, 20"	Metal Scrap; Stainless Stell; Packed in compressed bales.	1 lot/ 25215 Kgs	20000
37	IRNU3667259, 20"	Metal Scrap; Stainless Stell; Packed in compressed bales.	1 lot/ 26060 Kgs	21000
38	PCIU3621125, 20"	Metal Scrap; Stainless Stell; Packed in compressed bales.	1 lot/ 25330 Kgs	20000
39	TGHU2804561, 20"	Metal Scrap; Stainless Stell; Packed in compressed bales.	1 Lot/ 25680 Kgs	20000
40	CMAU1580248, 20"	General Cargo; Stainless steel Oval Tray 30 Cm 560 pcs approx	1 lot/ 90 Kgs	5000
41	GATU0564545, 20"	Steel Tube; MS Turning Scrap (Magnetic) ap per physical inspection	1 lot/ 22550 Kgs	6000
42	UACU3637860, 20"	Steel Tube; MS Turning Scrap (Magnetic) ap per physical inspection	1 lot/ 22970 Kgs	6000
43	UACU3816926, 20"	Steel Tube; MS Turning Scrap (Magnetic) ap per physical inspection	1 lot/ 26290 Kgs	7000
44	GESU3207125, 20"	Stainless Steel; Sand along with round solid MS balls of sizes different as per physical inspection.	1 lot/ 21445 Kgs	6000
45	IPXU2163711, 20"	Plastic Goods; Made in China	14 Pkgs/ 565 Kgs	5000
46	BLZU2171747, 20"	Metal Scrap; Stainless Steel (Magnetic); Packed in compressed bales	1 lot/ 25100 Kgs	20000
47	ZIMU1139258	Electronic Goods; Slim Led TV 32" brand not available, 1Ctn=4Pcs, Total Quantity= 24 Pcs	6 cases/ 205 Kgs	5000
48	GVCU5174635	Machine; Trim Winder (5 machines); Moder: J Trim 900; Mfg by: J'Devsun Machines P Ltd.	5 cases	5000



49	HMMU6028514, 40'	Machinery; (a) Double Shafts Auto Roll Cutting Machine, Model No. : FR-1600B, Voltage: 380V/ Power:6 Kw, Frequency: 50 Hz/ Serial No.: 2017000802; Mfg Date: 08.06.2017; (b) Single Shaft Rewinding Machine, Model No. : FR-806, Voltage: 380V/ Power: 4 Kw, Frequency: 50 Haz/ Serial No. : 2017060801, Mfg Date: 08.06.2017, Mfg by: Kunshan Furi Precision Machinery Co., Ltd./ Made in China	2 Pkgs/ 2680 Kgs	50000
50	DRYU2388048, 20'	Float Glass, 13mm Clear Float Glass, Size : 2140 mm * 3660 mm, 1 Case = 11 Pcs, Total quantity : 110 Pcs approx, Total 861.564 sq. mtrs. Approx, Made in China	10 Case/ 26500 Kgs	9000
51	ESPU2009665, 20'	Float Glass, 13mm Clear Float Glass, Size : 2140 mm * 3660 mm, 1 Case = 11 Pcs, Total quantity : 110 Pcs approx, Total 861.564 sq. mtrs. Approx, Made in China	10 Case/ 26500 Kgs	9000
52	ESPU2061468, 20'	Float Glass, 13mm Clear Float Glass, Size : 2140 mm * 3660 mm, 1 Case = 11 Pcs, Total quantity : 110 Pcs approx, Total 861.564 sq. mtrs. Approx, Made in China	10 Case/ 26500 Kgs	9000
53	TCKU2282814, 20'	Float Glass, 13mm Clear Float Glass, Size : 2140 mm * 3660 mm, 1 Case = 11 Pcs, Total quantity : 110 Pcs approx, Total 861.564 sq. mtrs. Approx, Made in China	10 Case/ 26500 Kgs	9000
54	CLHU3942385, 20'	Float Glass, 13mm Clear Float Glass, Size : 2140 mm * 3660 mm, 1 Case = 11 Pcs, Total quantity : 110 Pcs approx, Total 861.564 sq. mtrs. Approx, Made in China	10 Case/ 26500 Kgs	9000
55	TCKU 2045854	BIKE	1 PKG	5000
56	MSKU7601272	ELECTRIC BIKE	1 PKG	500
<b>CCT : ANKLESHWAR</b>				
S. No.	CONTAINER NO. & SIZE	CARGO DESCRIPTION	QUANTITY/ APPROX. WEIGHT	EMD (Excl.GST)
57	GSTU2328798	Assorted Mattresses; Brand: Aimier Bed; Made in China, Non Haz	79 Pcs/ 14030 Kgs	6000





NON EXIM CARGO				
ICD : KHODIYAR				
S. No.	CONTAINER NO. & SIZE	CARGO DESCRIPTION	QUANTITY/ APPROX. WEIGHT	EMD (Excl.GST)
58	Scrap Material	Electrical cable different size (150 sq mm, 250 sq mm, 320 sq mm-3.5 core cable	300 Mtrs. Approx.	5000
59	Scrap Material	Assorted electrical items (old & used scrap) Fire Extinguisher 2 & 5, Way bridge Load cell, Double sodium lamp fitting, Single sodium lamp fitting, CFL Light, Wall Fan, Exist Fan, Old window A.C. unit, Submarsival pump & motor, Panel Board Box with bus bar, Igniter, Fan Capacitor, Sodium lamp fitting box, 11 KV DU switch set, 11 KV circuit, breaker C.T. & P.T, Sodium Lamp 250/400 watt, Huter.	1 Lot	5000
DCT : KHODIYAR (DCCK)				
S. No.	CONTAINER NO. & SIZE	CARGO DESCRIPTION	QUANTITY/ APPROX. WEIGHT	EMD (Excl.GST)
60	NSLU2006260, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
61	CXNU1214559, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
62	ILCU5019950 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
63	CFLU2130510, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
64	ILCU6504034, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
65	NSLU2005643, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
66	CXNU1221096, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
67	CXNU1214991, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
68	CXNU1225928, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
69	CXNU1214775, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
70	CXNU1213172, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
71	CXNU2132209, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
72	CXNU1227807, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000





		CONTAINER		
73	CXNU1227427, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
74	CXNU1224670, 20"	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
CFS : GANDHIDHAM				
S. No.	CONTAINER NO. & SIZE	CARGO DESCRIPTION	QUANTITY/ APPROX. WEIGHT	EMD (Excl.GST)
75	NSLU2000678, 20"	DAMAGED DOMESTIC CONTAINER	2000 Kgs.	5000
Gandhidham (Obsolete Items a/c Mundra Office)				
S. No.	CONTAINER NO. & SIZE	CARGO DESCRIPTION	QUANTITY/ APPROX. WEIGHT	EMD (Excl.GST)
76	N.A.	3 piece Split A.C. - [damaged, Old, Broken]	N.A.	500
	N.A.	1 Window A.C. - Voltas Make - Completely damaged	N.A.	
77	N.A.	16 Damaged Chair-damaged & Broken (which includes, Godrej Hi-back chair, Office Chairs, Visitors' chairs)	N.A.	500
	N.A.	2 Wooden Table Damaged]	N.A.	
	N.A.	1 Steel Almirah : Fair	N.A.	
Mundra (Obsolete Items)				
S. No.	CONTAINER NO. & SIZE	CARGO DESCRIPTION	QUANTITY/ APPROX. WEIGHT	EMD (Excl.GST)
78	N.A.	Damaged Furniture & Fixtures (Asset No. 6478 &6477) containing Godres Filing Cabinet & Computer Table	Lot	500
79	N.A.	Office Equipment & Computer equipment (Asset No. 6483, 10013, 15429, 19450, 14269) containing Fax machine, printers	Lot	500

