

CONTAINER CORPORATION OF INDIA LTD
Inland Container Depot, Tughlakabad, New Delhi- 110044
Tel: 011-26368083, Fax:011-26368085

Web Site: www.concorindia.co.in Email:tkd.auction@concorindia.com

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AUCTION CONDUCTED BY:

M/s MSTC Limited,
Jeewan Vikas Building,
30-31 A, Asaf Ali Road,
New Delhi-110002
Tel:011-23211679

E-mail: pksinha@mstcindia.co.in
Website: www.mstcecommerce.com

CONCOR ONLINE AUCTION SALE

M/s MSTC Limited is an e-auction service provider to obtain rates online through the portal. The Sale & Purchase are made directly by seller & buyers. This is only for the purpose of intimation. M/s Container Corporation of India Ltd. (CONCOR) will sell various types of Uncleared/Unclaimed imported cargo brought into India and Scrap items, Damaged Empty Containers, etc, through Online Auction.

SCHEDULE OF PROGRAMME

Inspection of Materials: Date & Timings	ICD/TKD (TUGHLAKABAD)- 17.02.2020 & 18.02.2020 ICD/KKU - 14.02.2020 DCT/ Phillaur - 13.02.2020 Time for inspection from 10:00 Hrs to 16:00 Hrs
Venue of Inspection	ICD/TUGHLAKABAD – Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020 ICD/ KKU - Container Corporation of India LTd., Inland Container Depot, Kanakpura, Jaipur. Phone 0141-2405800, 9001535333 DCT/ Phillaur - Container Corporation of India Ltd, Domestic Container Terminal, Opp. Phillaur Railway Station, Phillaur – 144410. Jalandhar District
OnlineAuction date	20.02.2020 (Details available on www.mstcecommerce.com)
Online Auction Result	The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 20.02.2020 or later

ICD/TKD

Sr No.	Lot No.	Container No.	Size	Arv Dt	Commodity (no. of PKG Approx.)	PKGs approx.	Remarks/Condition
1	1	TGHU7719101	40	01-01-2015	Kids's Cloths	1640 CTN	
2	2	MSKU1950929	40	12-09-2013	Glass Fiber/ Cut Pieces if Chopped Strand Mat	385 Bags	
3	3	TGHU6339597	40	12-06-2013	CFL Spiral Glass/ Burner	607 CTN	
4	4	TCLU9635119	40	25-06-2016	Old & Used Ladies and Gents Clothing (Coat, Lower, Paint, Shirt etc)	67	As per Para 2.31 of the Foreign Trade Policy, the import of second hand goods is restricted and the same is allowed only against authorization. Satisfaction of this condition may be ensured before disposal OR Bidder to be listed as Co-Opereative Societies/ Organization under circular issued under F.No. 711/2/98-Cus(AS) by Deptt of Revenue, Ministry of Finance on 11.02.1998

5	5	MRKU7741293	20	23-04-2015	Mirror Sheets, Size- 3' X 2' X 1.4 MM	32 Plt (Each plt 350 sheets)	
6	6	HLXU8126912	40	21-08-2015	1) DECORATIVE PVC WALL PANEL, SIZE: 250X 9X 3050 MM (Qty 722 pkt) 2) PVC Angle Strip, Size: 3060 MM (Qty 60 pkt) 3) PVC Moding, Size : 2.4 M X 5 CM (Qty 280 pkt)	1062	
7	7	MSCU8379725	40	08-02-2015	Non woven sented stock lot fabric (paper) in rolls foam	104	
8	8	SUDU5481309	40	14-07-2013	Glenfiddich Trolley Bag in carton (Qty :- 2 Pcs in 1 Carton)	1113	
9	9	GATU0803296	20	19-07-2010	Synthetic Rubber & Yarn (14 Plt- Synthetic Rubber & 1 Roll- Yarn)	15	
10	10	GATU0972315	20	10-02-2013	Polished & Non Polished Marble Slab (118"X75"X20MM & 110"X65"X20 mm)	88	If thickness is upto 20mm the goods are freely importable. Incase thickness is above 20mm goods are freely importable if the value is 50 dollar per sq m. and above per sq mt.
11	11	MSKU7326503	20	25-02-2012	Marble Block (118"X42"X32" , 71"X43"X42" & 94"X73"X45")	3	Freely importable only if value is 200 dollar or above per mtsq
12	12	TEMU6204959	40	15-01-2015	Plywood (Thickness- Appx. 0.5 MM to 1 MM, Size- 96"X53"X40")	18 Plt	
13	13	CMAU4206709	40	02-11-2015	Empty Wooden Barrel	156	
14	14	APZU2100841	20	11-03-2014	Filter Paper (8 Plt- 3200 pcs per Plt, 8 plt- 6240 Pcs per Plt & 4 Plt- 5040 pcs per plt)	20	
15	15	TCNU4740417	40	20-10-2015	Sodium Lignosulphonate IN POWDER FORM	1026 BAGS	
16	16	FSCU7537325	20	11-08-2015	PVC FOOTBAL(DIFFERENT COLOURS AND DIFFERENT MODEL) 163 CTN BADMINTON RACKET (DIFFERENT COLOUR) 134 CTN MAYUR BRAND	297 CTN (50 PCS PER CTN)	
17	17	TRLU8834630	20	14-11-2012	MGO POWDER FOR HEATING ALIMENT GRADER WAG 7	660 CTN	

18	18	GATU1301184	20	04-06-2014	ENGINE OIL MOBIL DEVAC MX 1500 410 SUPERIOR ENGINE PROTECTION, MADE IN TAIWAN	100 DRUM	
19	19	TGHU3848841	20	02-05-2016	GENTS 100% COTTON SHIRT,PANT AND LADIES SCARF, KIDS GIRLS WEAR IN MIX CONDITON, BED COVER CONDORA MAN BLAZER , LADIES BLAZER. ETC.	219 CTN	
20	20	BMOU2280896	20		CLUTCHES AND PARTS (PIONEER MAKE), NOS OF PALET 20(EACH PALET 16 CTN.)	320 CTN	
21	21	SUDU1788489	20	07-12-2015	ELECTRICAL SINGLE & DOUBLE UNDER BLANKET	185 CTN	

For ICD/TKD, NEW DELHI online payment, account details of CONCOR are - Name - Container Corporation of (I)Ltd., Bank Name - Punjab National Bank, Branch - ICD/Tughlakabad, IFS Code - PUNB0420900, Bank A/c No. **4209002100000017**, Account Type - CA.

ICD/KKU (JAIPUR)

SR NO	LOT NO	CONTAINER NO/Loose Cargo	NO OF PKT/SZ	DATE OF LYING AT ICD	COMMODITY DESCRIPTION	REMARK
1	9	LOOSE CARGO	800	25.6.2014	POWDER	

For KKU (Jaipur) online payment, account details of CONCOR are - Name - Container Corporation of (I)Ltd., Bank Name – YES BANK LTD, Branch - OKHLA, PHASE-2, NEW DELHI 110020, IFS Code – YESB0000208, Bank A/c No. 020881400000090, Account Type - CA.

Phillaur:

Lot No.	Container No	Size	Commodity as per Physical inspection
1	NSLU2004544	20 SA	Empty & Damaged Container
2	CFLU2130443	20 SA	Empty & Damaged Container
3	CXNU1214805	20 SA	Empty & Damaged Container
4	CFLU2131326	20 SA	Empty & Damaged Container
5	ILCU6505874	20 SA	Empty & Damaged Container
6	NSLU2003039	20 SA	Empty & Damaged Container
7	CXNU1221748	20 SA	Empty & Damaged Container

8	CXNU2215740	20	Product Type : Jute Gunny Bales, Packing: Bale/Loose Condition, Material Condition: Totally damaged condition
9	ILCU5037450	20	Product Type : Jute Gunny Bales, Packing: Bale/Loose Condition , Material Condition: Damaged/Unfit for use.
10	ILCU5017330	20	Product Type : Jute Gunny Bales, Packing: Bale/Loose Condition , Material Condition: Damaged/Unfit for use.
11	ILCU5221282	20	Product Type : Jute Gunny Bales, Material condition: Damaged Packing: in bales/Loose Condition.
12	CXNU1224979	20	Product Type : Jute Gunny Bales, Packing: Bale/Loose Condition , Material Condition: Damaged/Unfit for use
13	NSLU2002557	20	Product Type : Jute Gunny Bales, Packing: Bale/Loose Condition , Material Condition: Damaged/Unfit for use-
14	ILCU4509546	20	Product Type : Jute Gunny Bales, Packing: Bale/Loose Condition , Material Condition: Damaged/Unfit for use.
15	ILCU5026814	20	Product Type : Jute Gunny Bales, Packing: Bale/Loose Condition , Material Condition: Damaged/Unfit for use
16	ILCU5106421	20	Product Type : Jute Gunny Bales, Packing: Bale/Loose Condition , Material Condition: Damaged/Unfit for use-
17	ILCU5111752	20	Product Type : Jute Gunny Bales, Packing: Bale/Loose Condition , Material Condition: Damaged/Unfit for use-

For DCT/ Phillaur online payment, account details of CONCOR are - Name - Container Corporation of (I)Ltd., Bank Name – Yes Bank Ltd, Okhla (Branch -0208), Ground & First Floor, Capital Exim Centre, Unit G3, Plot No. 05, LSC Okhla Industrial Area, phase-2, New delhi110020, IFS Code – YESB0000208, Bank A/c No. 020881400000057.

SPECIAL TERMS & CONDITION

With the implementation of Goods & Service Tax (GST) w.e.f 01st July 2017 in India, VAT / Sales Tax will be discontinued and these taxes be subsumed in GST. GST will be payable on all goods (whether scrap or otherwise). Hence all Buyers having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate referring GST Registration Number needs to be submitted with MSTC for updating Buyer Registration details. MSTC/Seller will not be liable to issue any Sale Order / Delivery Order/ invoice etc wherever GST Registration Number is not submitted.

ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, www.mstcindia.co.in , MSTC, NEW DELHI

Phone: 011-23212362

Board no. 011-23214201,23213945 (Ext. 219)

Dealing Officer: Tanvi Saran

Email id: tsaran@mstcindia.co.in

- 1) MSTC Ltd. shall hereinafter be referred to as MSTC and Container Corporation of India Ltd (CONCOR) as owner/ Seller**
- 2) 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. Buyers may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender.**
- 3) All the offers shall be valid for a period of 180 days from the date of closing of e-Auction. In case bids are not confirmed by CONCOR within stipulated period, bidders have option to take refund of EMD/Security or may take the delivery of cargo.**
- 4) All the materials are offered for sale on AS IS WHERE IS basis, Ex- works owners and where they are stacked. Material are sold on the assumption that bidders have inspected the same and know what they are buying, irrespective of whether they have first inspected the materials or not. No complaint shall be entertained in this regard. Goods are sold on the assumption that the bidder has inspected the lots prior to bidding and know what he is bidding for. Buyers have to inspect for hazardous/explosive properties, if any, before submitting the bid. In case they come across any material beyond the scope of the description of material, it should be informed to Seller/MSTC. The material offered for sale can be inspected during 10 AM to 4 PM on the inspection dates as mentioned hereinabove. Where specimen samples are shown it is clearly understood that the quality of the material inside the container/boxes/cartons/bales/cases etc. may not necessarily be of exact quality, quantity, weight, size dimensions, specifications, features etc. Bidders are not allowed to take the sample from the lot.**
- 5) Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate. However, The quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift the indicated quantity. In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count. The material as offered has to be lifted by the buyer**
- 6) 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**
- 7) The rates must be offered on lot basis for each lot separately not part thereof i.e. in Rupees per lot only. The Rate must be quoted exclusive of GST or other relevant tax etc. These will be charged extra as applicable. Any variation in GST or other relevant tax and any fresh statutory levies will be borne by the buyers. Auction sale shall be treated as local sale only. C Form against outstation sale will not be accepted**

by CONCOR. Full GST will be collected at the prescribed rates. Bidders should make their own arrangements under applicable GST laws to take the goods to their state.

8) GST rates as indicated in this e-auction catalogue are only indicative. Actual GST rates as applicable on the date of lifting shall be applicable. Bidders are required to satisfy themselves about GST rate through their own sources/means before bidding in this e-auction and any discrepancy should be intimated to MSTC / Seller at least one working day prior to the e-auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-auction goes on live floor. Non-payment of sale proceeds on the ground of any discrepancy of GST rate will be treated as default and action as deemed fit including but not limited to forfeiture of EMD/SD will be taken against the bidder.

9) The successful bidders shall submit Earnest Money Deposit by preferably On-line mode or through Bank Draft in favour of Container Corporation of India Limited payable at respective city of that terminal of CONCOR where the bid belongs to, within seven days of e-auction/Lot being declared SOLD including the date of declaration of result by MSTC. The EMD must be @25% of the net sale value quoted (excluding GST & duties) against each lot. Upon receipt of EMD within the time prescribed by CONCOR, a detail of such payments shall be provided to MSTC. Sale Order/ Acceptance Letter will be issued by MSTC only after confirmation of FINAL Result from CONCOR. Upon issue of sale order the EMD shall automatically be converted into security deposit. The Security Deposit as specified in Sale order shall be adjusted only at the time of final payment. The Contract shall be treated as having been entered into as soon as the ink-signed Sale Order/Acceptance Letter is issued by MSTC on behalf of CONCOR.

10) FINAL PAYMENT: The balance payment of each lot of materials along with applicable GST and other relevant taxes must be paid by the buyer to CONCOR directly in one instalment within 10 days from the date of Sale Letter/Order issued by MSTC (including the date of issuance of such letter). The Sale letter/Order shall clearly specify the break-up as well as the method of payments (on-line mode and/or bank draft).

11) On receipt of full payment by CONCOR and service charge by M/s MSTC Ltd, delivery order shall be issued by M/s MSTC Ltd with a duplicate copy to CONCOR.

12) In case the date of submission of payment happens to fall on a Public Holiday, the next day shall be considered as the date of submission of payment. DDs of Cooperative Bank shall not be accepted and will be returned without any action being taken on them

13) Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter. If there is a default in payment as per Terms of the Sale order cum Acceptance letter, the Security deposit mentioned therein will stand forfeited automatically without any further notice and Sale Order will stand cancelled. CONCOR will re-auction the lot accordingly.

14) LATE PAYMENT PENALTY: For Any delay in making payment within time limit specified, the due payment may be made together with late payment penalty @ 1% per week or part thereof on the entire bid value, maximum up to 14 days (calculated from the next day of last date of payment submission by bidder). In case the bidder does not submit the payment in time or in extended time of 14 days with penalty, sale of the concern lot will be automatically cancelled and the Earnest Money/Security Deposit (as the case may be) will automatically stand forfeited. Such late payment penalty along with balance payment is to be submitted to CONCOR directly either through on line or through bank draft.

15) DELIVERY PERIOD: The successful bidders shall lift the specified material lying in the lot allotted to them by employing their own labour and transport at their own cost within 07 Days (Seven Days) from the date of Release

order issued on behalf of the Delivery Order issued by MSTC (including date of issuance of Delivery order). On the basis of delivery order, CONCOR will issue gate pass for the particular lot. If last day of delivery falls on a public holiday, the next working day shall be considered as the last date of lifting.

16) Customers are required to lift the material completely with whatever faults and flaws in description or otherwise and without any selection or sorting of the material and on clean sweep basis as to clear site/ container within the specified time limit, failing which TSC will be charged from bidder @ Rs 500/- per TEU and per Lot (in case of scrap/other used items) or part thereof beyond free lifting time period (delivery period) on per day basis and up to maximum 60 days along with GST or other relevant taxes. Such TSC shall directly be deposited to CONCOR by bidder either through online mode or bank Draft. If bidder does not lift the cargo even after expiry of 60 days grace time, the sale stand cancelled & all the payment made by bidder/buyer shall be forfeited without any further notice to bidder and subsequently material /cargo will be re-auctioned.

17) 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 the 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.

18) Bidders/ Tenderers will not be allowed to admit any other person or assign, or sublet in any manner, the interest in the contract, after getting the offer.

19) The Principal/Owner of the materials reserves the right to withdraw at any stage the sale of any container, item or quantity of material either by number or by weight or any other specific unit etc, even after issue of Sale Order/Delivery Order. The Principal/Owner will not be bound to assign any reason or details thereof. Value of the materials so withdrawn, if any, and paid by the buyer will be refunded without any interest. The Principal will however, not be responsible for any damage, loss, direct or consequential compensation whatsoever to the buyer nor for payment of any interest. CONCOR is not bound to accept highest offer.

20) The Bidders/ customers' workmen shall have to abide by the rules & regulation including safety & security regulation of the relevant statutory acts. Entry inside the works / stores should only be against Gate pass for the men and equipment for which purchaser will have to apply well in advance before lifting commences. The purchaser shall ensure that his workmen do not loiter around within the stores

area/ factory areas. They shall not touch any material except those material shown to them. If any of his workmen is even found violating these restrictions, the purchaser shall be responsible for making good the loss to the owners on which their decision shall be final and binding.

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

22) Delivery of commodities requiring clearance from other regulatory agencies like CFL, P&Q, ADC, Chemical examiner, Police deptt. and other agencies etc will be effected only after obtaining the requisite clearances.

23) The successful bidder shall produce the copy of MSTC's I-Card and Delivery Order for proper identification of bidder at the time of taking delivery of the material. Original I-card holder may nominate his representative through proper authorization to take delivery on his behalf. The material can only be removed from ICD premises on production of a Gate Pass issued from the respective ICD.

24) After receiving full value of bid along with GST & other relevant taxes etc, the delivery of cargo will be given to successful bidder. The delivery will be given from Monday to Friday during normal working hours i.e. 1000 hrs to 1800 hrs. The delivery will not be effected on Saturdays/Sundays and Gazetted holidays or holidays observed at the ICD. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time i.e. 1800 Hrs. In case if there is any delay while loading of cargo/container, the delivery time may be extended with the approval of competent authority.

25) The representatives of Customs and CONCOR and Security Department in the presence of the purchaser will jointly witness delivery of the material. In the event of purchasers 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) Container Corporation of India Ltd. reserves the right to modify and amend all Terms and Conditions and announce the same if need be while the auction is in progress or prior to commencement of auction.

27) In case of accidents etc. to the bidder/labour/or his representatives CONCOR/MSTC 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.

28) CONCOR/MSTC will not be liable for any claim and bidder shall keep CONCOR/MSTC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

29) No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the seller premises. The decision of the Officer or his authorized representative shall be final in this regard.

30) 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.

31) The material will remain CONCORs property unless and until all the conditions of sale are fulfilled. The mere payment of the purchase does not constitute complete purchase and material will become the property of the purchaser only after the sale has been completed. CONCOR administration shall not in any circumstances whatsoever, be liable for any theft or misappropriation/loss by deterioration or fire or for any other loss through any cause whatsoever which may occur after all the formalities for the sale are completed.

32) Container Corporation of India Ltd. will not be in any way responsible for failure to deliver the goods as per delivery schedule due to causes beyond their control such as strikes, lockouts, shortened hours, act of God or other causes or contingency whatsoever. The bidder shall not be entitled to cancel the contract & the period of delivery shall automatically be extended accordingly.