

**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](tel:011-23211679)

E-mail: psinha@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 Materials: Date & Timings	of	DCT/ Okhla - 18.06.2020 Time for inspection from 10:00 Hrs to 16:00 Hrs
Venue Inspection	of	DCT/OKHLA- Container Corporation of India Ltd. Domestic Okhla Phase-II New Delhi – 110020 Phone -01126384229,
Online date	Auction	19.06.2020 (Details available on www.mstcecommerce.com)
Online Result	Auction	The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 19.06.2020 or later

Old/Empty Condemned domestic containers (DCT-Okhla)

Sr. no	Lot No.	Container No.	Size	Type	Tare Weight(Kg)
1	1	ILCU5025865	20	EO	2250
2	2	ILCU6505956	20	SA	2300
3	3	ILCU5026645	20	EO	2250
4	4	CXNU2224612	22	EO	2550
5	5	CXNU2223811	22	EO	2550
6	6	CFLU2132261	20	SA	2280
7	7	CXNU2214044	20	EO	2250
8	8	ILCU5022790	20	EO	2250
9	9	ILCU5026141	20	EO	2250
10	10	CXNU2211111	20	EO	2250
11	11	CXNU2217634	20	EO	2250
12	12	ILCU5019918	20	EO	2250
13	13	ILCU5024160	20	EO	2250
14	14	ILCU5029921	20	EO	2250
15	15	ILCU6506103	20	SA	2300
16	16	CXNU1221809	20	SA	2280
17	17	CXNU2223616	22	EO	2550
18	18	CXNU2212484	20	EO	2250
19	19	CXNU1222981	20	SA	2280
20	20	ILCU5019590	20	EO	2250
21	21	ILCU5025192	20	EO	2250
22	22	CXNU3211238	20	HC	2350
23	23	CXNU2212062	20	EO	2250
24	24	CXNU2213053	20	EO	2250
25	25	CXNU1219257	22	HC	2550
26	26	CXNU2214363	20	EO	2250
27	27	ILCU5023944	20	EO	2250
28	28	ILCU5026440	20	EO	2250
29	29	CXNU2218970	20	EO	2250
30	30	CXNU2216509	20	EO	2250
31	31	NSLU2000277	20	EO	2200
32	32	CXNU2219072	20	EO	2550
33	33	CXNU2217819	20	EO	2250
34	34	ILCU5014496	20	EO	2250
35	35	ILCU5030096	20	EO	2250
36	36	CXNU2217655	20	EO	2250
37	37	CXNU2215781	20	EO	2250
38	38	CXNU2215518	20	EO	2250
39	39	ILCU5019878	20	EO	2250
40	40	CXIU2212266	20	EO	2250
41	41	CXNU2227782	20	HC	2740
42	42	CXNU2218414	20	EO	2250
43	43	CXNU2217491	20	EO	2250
44	44	ILCU5014897	20	EO	2250

45	45	CXNU2210882	20	EO	2250
46	46	ILCU5028838	20	EO	2250
47	47	CXNU2212458	20	EO	2250
48	48	CXNU2230256	22	HC	2740
49	49	CXNU2223180	22	HC	2550
50	50	CXNU3212956	20	HC	2350
51	51	CXNU2221233	20	HC	2550
52	52	ILCU5023311	20	EO	2250
53	53	CXNU2225319	22	EO	2550
54	54	CXNU2212910	20	EO	2250
55	55	ILCU6505895	20	SA	2280
56	56	ILCU6502767	20	SA	2280
57	57	NSLU2004101	20	SA	2200
58	58	ILCU6509946	20	SA	2280
59	59	ILCU5017200	20	EO	2250
60	60	ILCU5025762	20	EO	2250
61	61	CXNU2217125	20	EO	2250
62	62	CXNU2211410	20	EO	2250
63	63	ILCU5021005	20	EO	2250
64	64	NSLU2002984	20	EO	2200
65	65	CXNU2215040	20	EO	2250
66	66	CFLU2130572	20	SA	2280
67	67	ILCU6510530	20	SA	2280
68	68	CXNU2224689	22	EO	2550
69	69	ILCU6504796	20	SA	2280
70	70	CXNU2231210	22	HC	2740
71	71	ILCU6506741	20	SA	2280
72	72	CXNU2220108	22	EO	2550
73	73	CXNU2229722	22	HC	2740
74	74	ILCU5019800	20	EO	2250
75	75	ILCU5013458	20	EO	2250
76	76	ILCU5013606	20	EO	2250
77	77	CXNU2216999	20	EO	2250
78	78	ILCU5018953	20	EO	2250
79	79	ILCU5019733	20	EO	2250
80	80	ILCU5013967	20	EO	2250
81	81	ILCU5029834	20	EO	2250
82	82	CXIU2216301	20	EO	2250
83	83	ILCU5016570	20	EO	2250
84	84	ILCU5014412	20	EO	2250
85	85	CXNU2212550	20	EO	2250
86	86	ILCU5014562	20	EO	2250
87	87	ILCU5031220	20	EO	2250
88	88	ILCU6502685	20	SA	2280
89	89	ILCU5025079	20	EO	2250
90	90	CXNU2226615	22	HC	2740
91	91	ILCU6513268	20	SA	2280
92	92	ILCU5017957	20	EO	2250

93	93	CXNU2214384	20	EO	2250
94	94	ILCU6506551	20	SA	2280
95	95	CFLU2132467	20	SA	2300
96	96	ILCU5018167	20	EO	2250
97	97	CXIU3210252	20	EO	2350
98	98	ILCU6505806	20	SA	2280
99	99	CXNU2215354	20	EO	2250
100	100	CXNU2229126	22	HC	2740
101	101	ILCU6509885	20	SA	2280
102	102	CXNU2218667	20	EO	2250
103	103	CXNU2230554	22	HC	2740
104	104	CXNU2227890	22	HC	2740
105	105	NSLU2001545	20	EO	2200
106	106	CXNU2229131	22	HC	2740
107	107	ILCU6511835	20	SA	2280
108	108	CXNU2211169	20	EO	2250
109	109	ILCU5030178	20	EO	2250
110	110	NSLU2002897	20	EO	2200
111	111	CXIU2222449	20	HC	2550
112	112	ILCU5029583	20	EO	2250
113	113	CXNU1226884	20	SA	2280
114	114	ILCU6507389	20	SA	2280
115	115	CXNU2212150	20	EO	2250
116	116	ILCU5020117	20	EO	2250
117	117	ILCU6503207	20	SA	2280
118	118	ILCU5016499	20	EO	2250
119	119	ILCU6501020	20	SA	2280
120	120	CFLU2132106	20	SA	2300
121	121	ILCU5025335	20	EO	2250
122	122	CXNU1212134	20	SA	2280
123	123	ILCU6511990	20	SA	2280
124	124	ILCU5025947	20	EO	2250
125	125	CFLU2133150	20	SA	2300
126	126	CXNU1223988	20	SA	2280
127	127	ILCU5022779	20	EO	2250
128	128	CXNU2216411	20	EO	2250
129	129	CXNU2212843	20	EO	2250
130	130	CXNU3211543	20	HC	2350
131	131	ILCU6512657	20	SA	2280
132	132	NSLU2000868	20	EO	2200
133	133	CXNU1223397	20	SA	2280
134	134	ILCU5018207	20	EO	2250
135	135	CXNU2218857	20	EO	2250
136	136	ILCU5014731	20	EO	2250
137	137	ILCU5017427	20	EO	2250
138	138	ILCU5014069	20	EO	2250
139	139	CXNU3210439	20	HC	2350
140	140	CXIU3211095	20	HC	2350

141	141	ILCU6505827	20	SA	2280
142	142	CXIU3212487	20	HC	2350
143	143	CXNU2217505	20	EO	2250
144	144	ILCU5013632	20	EO	2250
145	145	ILCU5024621	20	EO	2250
146	146	CXNU3210172	20	HC	2350
147	147	CXNU3210167	20	HC	2350
148	148	CXNU2217866	22	EO	2250
149	149	ILCU5018980	20	EO	2250
150	150	CXNU2216113	20	EO	2250
151	151	CXNU2222029	22	HC	2550
152	152	CXNU2229260	22	HC	2740
153	153	CXNU2228460	22	HC	2740
154	154	CXNU2214548	20	EO	2250
155	155	CXNU2216561	20	EO	2250
156	156	ILCU5017670	20	EO	2250
157	157	CXIU2224890	22	EO	2550
158	158	CXNU2231993	22	HC	2740
159	159	CXIU2223023	22	EO	2740
160	160	CXNU1221840	20	SA	2280
161	161	CXNU2212102	20	EO	2250
162	162	CXIU3210714	20	HC	2350
163	163	ILCU5018974	20	EO	2250
164	164	ILCU5016879	20	EO	2250
165	165	ILCU5014135	20	EO	2250
166	166	ILCU5025757	20	EO	2250
167	167	ILCU5013864	20	EO	2250
168	168	CXNU2217022	20	EO	2250
169	169	NSLU2001313	20	EO	2200
170	170	CXNU2217742	20	EO	2250
171	171	ILCU5017941	20	EO	2250
172	172	CXNU2231294	22	HC	2740
173	173	CXIU2226254	22	HC	2550
174	174	CXIU2224591	22	EO	2550
175	175	CXIU2224919	22	EO	2550
176	176	ILCU6506931	20	SA	2300
177	177	CXNU2231669	22	HC	2740
178	178	ILCU5018700	20	EO	2250
179	179	CXNU2231231	22	HC	2740
180	180	ILCU5022444	20	EO	2250
181	181	CXNU2221737	22	HC	2550
182	182	CXNU2231674	22	HC	2740
183	183	CXNU2210054	20	EO	2550
184	184	ILCU6502561	20	SA	2300
185	185	ILCU6503927	20	SA	2300
186	186	CXNU2221104	22	HC	2550
187	187	CXNU2230488	22	HC	2740
188	188	CXNU2227437	22	HC	2740

189	189	CXNU2231798	22	HC	2740
190	190	CXNU2223724	22	EO	2550
191	191	CXNU2226981	22	HC	2740
192	192	CXNU2222667	22	HC	2550
193	193	CXNU2231334	22	HC	2740
194	194	CXNU2222760	22	HC	2550
195	195	CXNU2225840	22	EO	2550
196	196	CXNU2227150	22	HC	2740
197	197	CXNU2221341	22	HC	2550
198	198	CXNU2231720	22	HC	2740
199	199	CXNU2231226	22	HC	2740
200	200	CXNU2231041	22	HC	2740
201	201	CXNU2219236	22	HC	2550
202	202	CXNU2224356	22	HC	2550
203	203	CXNU2224696	22	EO	2550
204	204	CXNU2226444	22	HC	2550
205	205	CXNU2224280	22	HC	2550
206	206	ILCU6509930	20	SA	2300
207	207	CXNU2227859	22	HC	2740
208	208	CXNU2231355	22	HC	2740
209	209	CXNU2225279	22	EO	2550
210	210	CXNU2217660	20	EO	2250
211	211	CXNU2213135	20	EO	2250
212	212	ILCU5023707	20	EO	2250
213	213	CXNU2212632	20	EO	2250
214	214	ILCU5015337	20	EO	2250
215	215	ILCU5019076	20	EO	2250
216	216	ILCU5025485	20	EO	2250
217	217	ILCU5026563	20	EO	2250
218	218	NSLU2007013	20	SA	2125
219	219	NSLU2002080	20	EO	2125
220	220	CXNU2216849	20	EO	2250
221	221	CXNU2216406	20	EO	2250
222	222	ILCU5025530	20	EO	2250
223	223	ILCU5016164	20	EO	2250
224	224	ILCU5019482	20	EO	2250
225	225	CXNU1214796	20	SA	2280
226	226	CXNU2216026	20	EO	2250
227	227	ILCU5015770	20	EO	2250
228	228	ILCU5029433	20	EO	2250
229	229	CXNU2217676	20	EO	2250
230	230	CXNU2213916	20	EO	2250
231	231	ILCU5030917	20	EO	2250
232	232	ILCU5016890	20	EO	2250
233	233	ILCU5022465	20	EO	2250
234	234	ILCU5017089	20	EO	2250
235	235	CXNU2210326	20	EO	2250
236	236	NSLU200282	20	EO	2125

237	237	ILCU5019034	20	EO	2250
238	238	ILCU5031343	20	EO	2250
239	239	ILCU5023245	20	EO	2250
240	240	NSLU2005089	20	EO	2125
241	241	CXNU2217737	20	EO	2550
242	242	ILCU5030141	20	EO	2250
243	243	ILCU5019707	20	EO	2250
244	244	NSLU2001205	20	EO	2125
245	245	CXNU2215550	20	EO	2250
246	246	CXNU2215230	20	EO	2250
247	247	CXNU2215565	20	EO	2250
248	248	CXNU2221629	22	HC	2550
249	249	CXNU1221964	20	SA	2250
250	250	CXIU3211900	20	HC	2350
251	251	CFLU2130926	20	SA	2280
252	252	ILCU5014243	20	EO	2250
253	253	ILCU5025063	20	EO	2250
254	254	NSLU2002048	20	EO	2125
255	255	ILCU6511075	20	SA	2280
256	256	CFLU2130700	20	SA	2280
257	257	CXNU2217716	20	EO	2250
258	258	CFLU2132045	20	SA	2280
259	259	CXIU2224420	22	HC/EO	2550
260	260	CXIU2225094	22	EO	2550
261	261	CXIU3210680	20	HC/EO	2350
262	262	CXIU3211006	20	HC/EO	2350
263	263	CXNU1214311	20	SA	2280
264	264	CXNU1215621	20	SA	2280
265	265	CXNU1216601	20	EO	2250
266	266	CXNU1217434	20	SA	2280
267	267	CXNU1221100	20	SA	2280
268	268	CXNU1221331	20	SA	2280
269	269	CXNU1225532	20	SA	2280
270	270	CXNU2210809	20	EO	2250
271	271	CXNU2212503	20	EO	2250
272	272	CXNU2213011	20	EO	2250
273	273	CXNU2214300	20	EO	2250
274	274	CXNU2214342	20	EO	2250
275	275	CXNU2215035	20	EO	2250
276	276	CXNU2219241	20	HC/EO	2550
277	277	CXNU2221531	22	HC/EO	2550
278	278	CXNU2221640	22	HC/EO	2550
279	279	CXNU2221697	22	HC/EO	2550
280	280	CXNU2222780	22	HC/EO	2550
281	281	CXNU2224947	22	EO	2550
282	282	CXNU2225624	22	HC/EO	2550
283	283	CXNU2227062	22	HC/EO	2740
284	284	CXNU2227777	22	HC/EO	2740

285	285	CXNU2228990	22	HC/EO	2740
286	286	CXNU2229070	22	HC/EO	2740
287	287	CXNU2229614	22	HC/EO	2740
288	288	CXNU2230997	22	HC/EO	2740
289	289	CXNU2231817	22	HC/EO	2740
290	290	ICLU5017915	20	EO	2250
291	291	ICLU5022655	20	EO	2250
292	292	ICLU6507239	20	SA	2280
293	293	ILCU5014829	20	EO	2250
294	294	ILCU5022892	20	EO	2250
295	295	ILCU5029578	20	EO	2250
296	296	ILCU6506248	20	SA	2250
297	297	ILCU6507305	20	SA	2250
298	298	ILCU6512370	20	SA	2250
299	299	NSLU2001340	20	EO	2200
300	300	NSLU2002602	20	EO	2200
301	301	NSLU2004143	20	SA	2200

For DCT/OKHLA ,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.

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.

16 (i.) Notwithstanding anything in this “Terms and Conditions” to the contrary neither the CONCOR nor the party/Bidder shall be liable or deemed to be in default for any failure or any delay to comply terms and conditions of Auction sale with CONCOR, hereunder, if caused by “force majeure” (FM) which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes ,epidemic, quarantine restrictions, lockouts and other acts of God (like a natural calamity), act of any government or other similar causes beyond the control of the party/Bidder affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay to comply terms and conditions of Auction sale. An FM clause in the contract frees both the parties from the contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a parties/bidders non-performance entirely, but suspends it for the duration of the FM.

16 (ii) The decision of ED/Regional Head CONCOR shall be final and binding on all concerned on any issue or area of concern related to extension of time limits for deposition of EMD/Final payment / Lot rejection/acceptance respecting e-Auction not specifically dealt with in the special terms and conditions of Auction sale.

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 dept. 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.