

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: pkshin@mtscindia.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)- 07.07.2020 & 08.07.2020 DCT/OKHLA- 06.07.2020 ICD/BGKT- 09.07.2020 ICD/KANPUR- 04.07.2020 CFS/Majerhat- 09.07.2020 Kharia / Gotun-09.7.2020 - 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 DCT/OKHLA- Container Corporation of India Ltd. Domestic Container Terminal, Okhla Phase-II New Delhi – 110020 Phone -01126384229, 9755099684 ICD/BGKT- Container Corporation of India Ltd., Bhagat ki Kothi, New Power house Road, Near Bhagat ki Kothi Railway Goods Shed, Jodhpur. Pin-342003 ICD/(JRY)KANPUR - Container Corporation of India Ltd. Inland Container Depot, Juhi Marshalling Yard, . Kanpur Phone 0512-2217006, 2232977, 9794935990 CFS-CTKR & CTKR Terminal (Majerhat) - Container Corporation of India Ltd, CTKR Terminal, CFS Building, P-144 Remount Road, Near Remount Road Railway station, Kantapukur, Kolkata – 700088 Ph. – 9163390922 Kharia / Gotun- Name-Devender Thanvi Contact -7023333071
OnlineAuction date	10.07.2020 (Details available on www.mstcecommerce.com)
Online Auction Result	The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 10.07.2020 or later

ICD/TKD:

Sr. No.	Lot NO	Container No.	Size	Arrival Date	Commodity	NO. of packages
1	1	TCNU8771910	40	26.10.2018	FABRICS	560
2	2	FCIU7134594	40	10.09.2018	FABRICS	819
3	3	HDMU2628596	20	26.09.2018	KNITTED FABRICS	348
4	4	FSCU9831046	40	03.11.2018	KNITTED FABRICS	799
5	5	DRYU2838736	20	24.11.2018	KNITTED FABRICS	213
6	6	KMTU9293253	40	03.03.2019	KNITTERS MODEL	203
7	7	MSKU1862432	40	10.11.2018	PARTS	386
8	8	CAIU6229146	20	09.10.2018	POLYESTER FABRIC	152
9	9	FCIU4836200	20	26.10.2018	POLYESTER FABRIC	133
10	10	HDMU2775806	20	26.10.2018	POLYESTER FABRIC	144
11	11	FCIU5137315	20	28.10.2018	POLYESTER FABRIC	121
12	12	CMAU7424978	40	19.11.2018	POLYESTER FABRIC	1,645
13	13	TRLU7378643	40	22.11.2018	POLYESTER FABRIC	1,645
14	14	TEMU7346541	40	23.11.2018	POLYESTER FABRIC	1,645
15	15	CAIU2022079	20	10.10.2018	POLYESTER FABRIC	135
16	16	BMOU2712393	20	07.11.2018	POLYESTER FABRIC	161
17	17	PONU0576671	20	15.11.2018	POLYESTER FABRIC	114
18	18	MRKU9534952	20	15.11.2018	POLYESTER FABRIC	134
19	19	IPXU3675097	20	15.11.2018	POLYESTER FABRIC	156
20	20	MSKU7410384	20	23.10.2018	POLYESTER FABRIC	136
21	21	MSKU3915927	20	23.10.2018	POLYESTER FABRIC	122
22	22	MSKU7673380	20	23.10.2018	POLYESTER FABRIC	115
23	23	HDMU2494270	20	07.11.2018	SHIPPER LOAD n STAW	138
24	24	FCIU5178382	20	07.11.2018	SHIPPER LOAD n STAW	152
25	25	CMAU5223064	40	20.11.2018	TEXTILE GOODS	981
26	26	KMTU9267779	40	05.10.2018	TEXTILE GOODS	808
27	27	GESU3061339	20	09.10.2018	TEXTILE GOODS	376
28	28	BMOU6927208	40	14.11.2018	TEXTILE PIECE GOODS	1,082
29	29	DFSU1900865	20	05.10.2018	TEXTILE PIECE GOODS	443
30	30	SEGU5573180	40	14.11.2018	TEXTILE PIECE GOODS	1,171
31	31	BMOU6810150	40	14.11.2018	TEXTILE PIECE GOODS	979

32	32	TEMU7820413	40	06.02.2019	BALES	245
33	33	WHSU4030421	40	09.05.2018	INSCENCE STICKS, MOUTH FRESHNERS	1210 Bags
34	34	UACU5394711	40	28.02.2021 8	THERMACOL CAES, PACKING MATERIAL, PACKING CASES	LOOSE
35	35	TGHU6314808	40	42684.64	Glass Wool	LOOSE
36	36	TGHU6358257	40	42676.538	Glass Wool	LOOSE
37	37	FCIU2877880	20	24.10.14	PVC Laminated Celling Board, Size 595 X 595 X 7 MM, Each Pkg.- 10 Pcs	1175 Pkg
38	38	MAEU6736779	20	17.08.15	House Hold (As Per List Enclosed)	182 pkg
39	39	CCLU3124408	20	20-12-02	Tiles	27 plt.
40	40	ITLU5562607	40	23.02.1991	Cargo: Synthetic waste	90 pkg (lose)

ICD/TKD Empty Damage Containers

Summary of 28 Nos. of old, used, damage small size(10x8 ft.) Containers (Domestic)					
Sl. No.	Lot. No.	Container No.	Size(10x8 ft.) aprox.	Approx Tare Wt. (In MT.)	
41	41	SL NO-1	10 feet	1.3	
42	42	SL NO-2	10 feet	1.3	
43	43	SL NO-3	10 feet	1.3	
44	44	SL NO-4	10 feet	1.3	
45	45	SL NO-5	10 feet	1.3	
46	46	SL NO-6	10 feet	1.3	
47	47	SL NO-7	10 feet	1.3	
48	48	SL NO-8	10 feet	1.3	
49	49	SL NO-9	10 feet	1.3	
50	50	SL NO-10	10 feet	1.3	
51	51	SL NO-11	10 feet	1.3	
52	52	SL NO-12	10 feet	1.3	
53	53	SL NO-13	10 feet	1.3	
54	54	SL NO-14	10 feet	1.3	
55	55	SL NO-15	10 feet	1.3	
56	56	SL NO-16	10 feet	1.3	
57	57	SL NO-17	10 feet	1.3	
58	58	SL NO-18	10 feet	1.3	
59	59	SL NO-19	10 feet	1.3	
60	60	SL NO-20	10 feet	1.3	
61	61	SL NO-21	10 feet	1.3	
62	62	SL NO-22	10 feet	1.3	
63	63	SL NO-23	10 feet	1.3	
64	64	SL NO-24	10 feet	1.3	
65	65	SL NO-25	10 feet	1.3	
66	66	SL NO-26	10 feet	1.3	
67	67	SL NO-27	10 feet	1.3	

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.

DCT/OKHLA

S.No.	LOT No.	Container No.	Size	Type	TARE WEIGHT
1	LOT-01	CXIU2221381	22	HC/EO	2550
2	LOT-02	CXNU2226908	22	HC	2740
3	LOT-03	CXNU2215708	20	EO	2250
4	LOT-04	CXIU2221397	22	EO	2550
5	LOT-05	ILCU6504060	20	SAC	2280
6	LOT-06	CXNU1216700	20	SAC	2280
7	LOT-07	NSLU2002006	20	EO	2125
8	LOT-08	ILCU5019414	20	EO	2250
9	LOT-09	CXNU2218163	20	EO	2250
10	LOT-10	CXNU2218862	20	EO	2250
11	LOT-11	CFLU2132615	20	SAC	2280
12	LOT-12	CXNU2210780	20	EO	2250
13	LOT-13	CXNU2231648	22	HC	2740
14	LOT-14	CXIU3211557	20	HC	2350
15	LOT-15	ILCU5015785	20	EO	2250
16	LOT-16	CXNU2225413	22	HC/EO	2550
17	LOT-17	CXNU2217608	20	EO	2250
18	LOT-18	CXNU2222477	22	HC/EO	2550
19	LOT-19	ILCU5015830	20	EO	2250
20	LOT-20	ILCU5018402	20	EO	2250
21	LOT-21	CXNU2226868	22	EO	2740
22	LOT-22	CXNU2220094	22	HC	2550
23	LOT-23	CXNU2224253	22	HC	2550
24	LOT-24	ILCU5023836	20	EO	2250
25	LOT-25	NSLU2005561	20	EO	2125
26	LOT-26	CXNU2227463	22	HC	2740
27	LOT-27	CXNU2215307	20	EO	2250
28	LOT-28	CXIU2221416	22	EO	2550
29	LOT-29	CXNU2217547	20	EO	2250
30	LOT-30	CXIU2225828	22	EO	2550
31	LOT-31	ILCU5014670	20	EO	2250
32	LOT-32	CXIU2226357	22	HC	2550
33	LOT-33	CXNU2217064	20	EO	2250
34	LOT-34	CXIU2215408	20	EO	2280
35	LOT-35	CXNU2225542	22	HC	2550

36	LOT-36	CXNU2228433	22	HC	2740
37	LOT-37	CXNU2215246	20	EO	2250
38	LOT-38	ILCU5023076	20	EO	2250
39	LOT-39	CXNU2222693	22	HC	2550
40	LOT-40	CXNU1224182	20	SAC	2280
41	LOT-41	CXNU2219540	22	HC/EO	2550
42	LOT-42	CXNU2227397	22	HC/EO	2740
43	LOT-43	ILCU5030115	20	EO	2250
44	LOT-44	CXNU2216140	20	EO	2250
45	LOT-45	ILCU5014808	20	EO	2250
46	LOT-46	CXNU2219030	20	EO	2250
47	LOT-47	ILCU5018932	20	EO	2250
48	LOT-48	CXNU2218760	20	EO	2250
49	LOT-49	CXIU2226716	22	HC	2550
50	LOT-50	CXNU2217980	20	EO	2250
51	LOT-51	CXNU1222528	20	SAC	2280
52	LOT-52	CXNU2231777	22	HC	2740
53	LOT-53	CXNU1221990	20	SAC	2280
54	LOT-54	CXNU3211883	20	HC	2350
55	LOT-55	CXNU2229044	22	HC	2740
56	LOT-56	CXNU2225959	22	HC	2550
57	LOT-57	CXNU2228536	22	HC	2740
58	LOT-58	CXNU2228583	22	HC	2740
59	LOT-59	CXNU3210300	20	HC	2350
60	LOT-60	CXNU2230934	22	HC	2740
61	LOT-61	CXNU2216010	20	EO	2250
62	LOT-62	ILCU5023374	20	EO	2250
63	LOT-63	ILCU5016729	20	EO	2250
64	LOT-64	CXNU2212669	20	EO	2250
65	LOT-65	ILCU5018090	20	EO	2250
66	LOT-66	CXNU2211615	20	EO	2250
67	LOT-67	ILCU6503017	20	SAC	2280
68	LOT-68	CXNU2216279	20	EO	2250
69	LOT-69	CXNU3211100	20	HC	2350
70	LOT-70	CXNU2215987	20	EO	2250
71	LOT-71	CXIU2218140	20	EO	2250
72	LOT-72	CXNU2217531	20	EO	2250
73	LOT-73	CXNU2214738	20	EO	2250
74	LOT-74	CXNU2226826	22	HC	2740
75	LOT-75	CXNU2212946	20	EO	2250
76	LOT-76	ILCU5023538	20	EO	2250
77	LOT-77	CXNU2226240	22	HC	2740
78	LOT-78	CXNU1222641	20	SAC	2280
79	LOT-79	CXNU2224443	22	EO/HC	2550
80	LOT-80	CXNU1216973	20	SAC	2280

81	LOT-81	CXNU2215169	20	EO	2250
82	LOT-82	CXNU2220129	22	HC	2550
83	LOT-83	CXNU2211370	20	EO	2250
84	LOT-84	NSLU2005509	20	EO	2125
85	LOT-85	CXNU2220140	22	HC	2550
86	LOT-86	CXNU2210310	20	EO	2250
87	LOT-87	CXNU1219139	20	SAC	2280
88	LOT-88	ILCU5021319	20	EO	2250
89	LOT-89	CXIU2223738	22	EO/HC	2550
90	LOT-90	CXNU2229569	22	HC	2740
91	LOT-91	CXNU2223236	22	HC	2550
92	LOT-92	CXNU2225671	22	HC	2550
93	LOT-93	CXNU2229086	22	HC	2740
94	LOT-94	CXNU2225244	22	EO/HC	2550
95	LOT-95	CXNU2222707	22	HC	2550
96	LOT-96	CXNU2219880	22	HC	2550
97	LOT-97	ILCU5026882	20	EO	2250
98	LOT-98	ILCU5015229	20	EO	2250
99	LOT-99	ILCU5024067	20	EO	2250
100	LOT-100	ILCU6503193	20	SAC	2280
101	LOT-101	ILCU6511985	20	SAC	2280
102	LOT-102	CXNU2212308	20	EO	2250
103	LOT-103	CXNU2216638	20	EO	2250
104	LOT-104	ILCU5023332	20	EO	2250
105	LOT-105	CXNU2215457	20	EO	2250
106	LOT-106	ILCU5026028	20	EO	2250
107	LOT-107	ILCU5023081	20	EO	2250
108	LOT-108	CXIU3212614	20	HC	2350
109	LOT-109	CXNU2227078	22	HC	2740
110	LOT-110	CXNU3212750	20	HC	2350
111	LOT-111	CXNU2227885	22	HC	2740
112	LOT-112	CXNU2223391	22	HC	2550
113	LOT-113	CXNU2225590	22	HC	2550
114	LOT-114	CXNU2227329	22	HC	2740
115	LOT-115	ILCU5025802	20	EO	2250
116	LOT-116	CXNU2213222	20	EO	2250
117	LOT-117	ILCU5026877	20	EO	2250
118	LOT-118	CXNU2215890	20	EO	2250
119	LOT-119	CXNU2221402	22	HC	2980
120	LOT-120	CXIU2221740	22	EO	2980
121	LOT-121	CXNU2230467	22	HC	2980
122	LOT-122	CXNU2231144	22	HC	2980
123	LOT-123	CXNU2222950	22	HC	2980
124	LOT-124	CXNU1214224	20	SA	2280
125	LOT-125	ILCU5019780	20	EO	2480

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.

ICD/BGKT (EXIM/DOMESTIC)

LOT NO.	S.N.	CNTR. NO.	SIZE	TARE WT
1	1	NSLU2005828	20 E	2.3 MT

Bank Details :BGKT/Jodhpur,Kharia/Gotun

1	Registered Name	CONTAINER CORPORATION OF INDIA LTD NORTH REGION
2	Bank Name	HDFC BANK LTD
3	Branch Name	Kanjurmarg Branch, Mumbai
4	IFSC Code	HDFC0004989
5	Account Number	CONNRO058
		{CONNR"Alpha /English letter "O" "0"(ZERO)58}

ICD/JRY, KANPUR

LOT NO.	S.N.	CNTR. NO.	SIZE	Arrival Date	Commodity
1	1	CRXU9920179	40	10.03.19	POULTRY EQUIPMENT
	2	VSBU9000410	40	10.03.19	
	3	CXDU1128872	40	10.03.19	

For ICD/JRY, KANPUR FOR AUCTION online payment, account details of CONCOR are - Name - Container Corporation of (I) Ltd., Bank Name – HDFC Bank, Branch – NOIDA (U.P), IFSC Code – HDFC0000088, Bank A/c No. 00880350000492.

CFS/MAJERHAT

LOT NO.	S.N.	CNTR. NO.	SIZE	Commodity
1	1	PONU8071963	40	FURNACE OIL (FUEL OIL AS PER CUSTOMS TEST REPORT)
	2	PONU8051313		
	3	MSKU8048048	40	FURNACE OIL (FUEL OIL AS PER CUSTOMS TEST REPORT)
2	4	CLHU8715759	40	
	5	MSKU8349904	40	
	6	MRKU2029666	40	
3		MSKU8802646		FURNACE OIL (FUEL OIL AS PER CUSTOMS TEST REPORT)
	7		40	
4	8	CCSU9118619	20	FURNACE OIL (FUEL OIL AS PER CUSTOMS TEST REPORT)
	9	MXCU0047345	20	
5	10	TCKU3272235	20	ZINC INGOTS(COARS POWDER AS PER CUSTOMS TEST REPORT)

For online payment, account details of CONCOR are - Name - Container Corporation of (I) Ltd., Bank Name – Punjab National Bank, BRBB Road Kolkata -700001, IFSC Code –PUNB0009000, Bank A/c No. 0090002100130112.

Kharia/Gotun

S.No.	LOT No.	Container No.	Size	TARE WEIGHT
1	1	ILCU6500701	20	2.3 MT
2	2	NSLU2003907	20	2.3 MT
3	3	CXNU1227556	20	2.3 MT

Bank Details are mentioned above.

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. For 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. 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 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's 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 CONCOR's 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.