

Event Details					
Event No.	Opening Date & Time	Closing Date & Time	Inspection From Date	Inspection Closing Date	EMD Type
MSTC/HYD/CONTAINER CORPORATION OF INDIA LIMITED/3/SEC UNDERABAD/20-21/29827  Event Type : e-Tender-cum-e-Auction   RCM NO	2021-02-15::12:00:00	2021-02-15::16:00:00	2021-02-05	2021-02-12	No EMD

Seller Details								
Seller /Company Name	Location	Street	City	Country	Telephone	FAX	Email	Contact Person
CONTAINER CORPORATION OF INDIA LIMITED	SECUNDERABAD	601-603, 6TH FLR, NAVKETAN SD ROAD	SECUNDERABAD	INDIA	04027808938	04027800346	SCR.RO@CONCORINDIA.COM	SWATI SHARMA

LOT NO[PCB GRP]/LOT NAME	LOT Description	Quantity & UOM	GST	Location
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<p>LOT No. SNF-001  PCB GRP : [PRE-BID EMD FOR  HYD 01]  LOT Name.AMFU8787724-40,  HLXU6526416-40</p>	<p>Assorted Waste  Paper &amp; Scrap  LOCATION:EXIM  -SNFQTY: 48.543  MT HSN  CODE:470790Com  pulsory Compliance  Requirements  (CCRs) (a) Duly  filled up Form 6  Movement  document; (b) The  import license from  DGFT, wherever  applicable; (i) Pre-  shipment inspection  certificate issued by  the inspection  agency of the  exporting country or  the inspection and  certification agency  approved by  Directorate General  of Foreign Trade;  (c) The valid  consents to operate  under the Air and  Water Acts and the  authorisation under  these rules, for  actual users. For  traders, only valid  authorisation from  concerned SPCB is  required; (d) The  chemical analysis  report of the waste  being imported; (e)  An acknowledged  copy of the annual  return filed with  concerned State</p>	1.0 LOT	5.0	EXIM-SNF State :Telangana
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	Pollution Control Board for import in the last financial year			
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<p>LOT No. SNF-002 PCB GRP : [PRE-BID EMD FOR HYD 02] LOT Name.UACU5414356- 40,TGHU9712111-40</p>	<p>Waste Paper/ Old Corrugated Carton Grade-2 LOCATION :EXIM- SNFQTY:49.74 MTHSN CODE: 470790Compulsory Compliance Requirements (CCRs) (a) Duly filled up Form 6 Movement document; (b) The import license from DGFT, wherever applicable; (i) Pre- shipment inspection certificate issued by the inspection agency of the exporting country or the inspection and certification agency approved by Directorate General of Foreign Trade; (c) The valid consents to operate under the Air and Water Acts and the authorisation under these rules, for actual users. For traders, only valid authorisation from concerned SPCB is required; (d) The chemical analysis report of the waste being imported; (e) An acknowledged copy of the annual</p>	1.0 LOT	5.0	EXIM-SNF State :Telangana
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	return filed with concerned State Pollution Control Board for import in the last financial year			
LOT No. SNF-003 PCB GRP : [PRE-BID EMD FOR HYD 03] LOT Name.CLHU8576720-40	Satellite Antennas with accessories LOCATION:EXIM -SNFQTY:1.41 MTHSN CODE:852910Compulsory Compliance Requirements. (CCRs) 1) Entities Holding a valid VSAT Licence. 2) Prospective Bidders must have an authorization Decision Letter/Wireless Operating Licence from Wireless Planning & Coordination Wing (WPC Wing) for operation of VSAT equipment including Antenna in the specified frequency range. 3) Any other statutory requirement in force.	1.0 LOT	18.0	EXIM-SNF State :Telangana

LOT No. SNF-004 PCB GRP : [PRE-BID EMD FOR HYD 04] LOT Name.MRKU8109727-20	Different types of used & unused software & other related items :-(Dell Desktop computer sets (New),Printer(Used ),Spiral Bind Punch(Used),Kyoce ra Photocopies Machines(Big & New),Server Room Stands(Used), Customised Fancy Chairs( New),Customised Fancy Stools(New) Files Rack(Used) 3- Seater Fancy Sofa(New),Magazin e/Book Rack( Used)Brochure Papers, Dell Laptops(Elite Book 2560p)(New),HP Laptops(New), Smart Projectors(Used),La minator,Paper Shredder(Used),Fuji tsu Photo Printer,ZebraP4301i Dual Sided Color Card Printer,Miscellneao us Office Stationery)LOCATI ON:EXIM- SNFQTY:5.0MTHS N CODE:847141Com pulsory Compliance Requirements.	1.0 LOT	18.0	EXIM-SNF State :Telangana
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	(CCRs) 1) NOC from MOEF & CC as per HWMR 2016. 2) BIS Registration 3) EPR Registration as per E-Waste Managements Rules 2016 4) Any other Statutory requirement in force.			
LOT No. SNF-005 LOT Name. TRHU1096979-20 CMAU0996499-20	Industrial Grade Aluminium Oxide LOCATION: EXIM-SNFQTY: 46.73 MTHSN CODE:281820	1.0 LOT	18.0	EXIM-SNF State :Telangana
LOT No. SNF-006 LOT Name. CMAU0149220-20	Rice Bran LOCATION: EXIM-SNFQTY: 20 MTHSN CODE:230240	1.0 LOT	5.0	EXIM-SNF State :Telangana

LOT No. SNF-007 LOT Name.AMFU8948330-40	Personal Effetcs - Sanyo Washing Machine (Semi Automatic, LG Refirgerator, Dining Table with Chairs, Personal Clothing, Books, Kids Footwear, Toys, Carpets, Kitchen Appliances & Masalas, Plastic Tubs & Bowls (New), Tissues, SS Vaccum Flasks, Extension Cords, Cello Hot Casseroles, Baby Carry Rocking Chair, Computer Table, Memontos, Aluminium Ladder, Wooden Table, Mattresses, Water Dispenser, Baby Swing, Plastic Tubs, Revolving Chairs and Cooking RangeLOCATION: EXIM- SNFQTY:4.670 MTHSN CODE:845012	1.0 LOT	18.0	EXIM-SNF State :Telangana
LOT No. SNF-008 LOT Name.CRXU3366856-20 FCIU2609969-20 CRXU3437100-20	Gypsum PowderLOCATION :EXIM- SNFQTY:78.109 MTHSN CODE:252010	1.0 LOT	5.0	EXIM-SNF State :Telangana



<p>LOT No. SNF-009 PCB GRP : [PRE-BID EMD FOR HYD 09] LOT Name.TGHU9071825-40 - Import - De-stuffed Cargo</p>	<p>Used Fuji Photocopier Machines Model F4B- 1LOCATION:EXI M-SNFQTY:19.35 MTHSN CODE:844332Com pulsory Compliance Requirements. (CCRs) 1) Import License from DGFT. 2) NOC from MOEF &amp; CC as per HWMR, 2016. 3) BIS Registration 4) EPR Registration as per E-Waste Managements Rules, 2016 5) Any other statutory requirement in force.</p>	1.0 LOT	18.0	EXIM-SNF State :Telangana
<p>LOT No. SNF-010 LOT Name.CMAU0532029-20 Import De-stuffed cargo</p>	<p>Duel Fuel (LPG &amp; Gasoline) 7000 Generator WattsLOCATION: EXIM-SNFQTY:1 pkgHSN CODE:850239</p>	1.0 LOT	18.0	EXIM-SNF State :Telangana

LOT No. SNF-011 LOT Name.NYKU5934576-40 Import-Destuffed cargo	(9 PKGS) - Personal Effects- Used Mattress,Used LG Refreigerator, Used Washing Machine, Used Cooking Range,Used Hot& Cold Dispenser.Grill Sandwich Maker,Used Clothing,Indian Mortar & Pestel,Hand Held Drill Machine,Electric Kettle,1 Pair Shoes, Casserole,Plasti Bowl With Lid,Aluminium Kadai,thermo Tiffin Carriage, Tool Kit, Xerox Make Printer. Aluminium Vessel With Lid,1Plastic Laundry Tub. Geepas Stand Mix, Glassware & Jar Containinng Kitcjen Spicdes, Twrench & plier,Wall Mount Adhehsive Hooks,Plastic Tray,White Rope,Photo Frame, Toilet Soaps, Electric Cables, 2 Nos Hand bags LOCATION:EXIM -SNFQTY: Not Available	1.0 LOT	28.0	EXIM-SNF State :Telangana
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	(NA)HSN CODE:9804			
LOT No. SNF-012 LOT Name.Carting No 743	Corrugated Carton Boxes(17*9.5*9.5) APPR 150 PKGS LOCATION: EXIM- SNFQTY:Not Available (NA)HSN CODE:4707	1.0 LOT	5.0	EXIM-SNF State :Telangana
LOT No. SNF-013 LOT Name.Metal Scrap	Scrap LOCATION:DSO- SNFQTY:Apx. 4.97MTHSN CODE:720410	1.0 LOT	18.0	DSO-SNF State :Telangana
LOT No. SNF-014 LOT Name.Processed Tyre Scrap	Processed Tyre Wire ScrapLOCATION: DSO- SNFQTY:Apx. 11.43MTHSN CODE:720449	1.0 LOT	18.0	DSO-SNF State :Telangana

<p>LOT No. SNF-015  PCB GRP : [Used Spent/Burnt Oil/Used Lube Oil/Used Engine Oil]  LOT Name.Used Engine Oil</p>	<p>Used Engine Oil (Volvoline Premium Blue) - 2600 Litres in 12 Barrels, Hydraulic System Oil (Mobi fluid) - 1900 Litres in 9 Barrels, Gear oil 80W40 - 790 Litres in 4 Barrels, Transmission Oil (Transdrex-III) - 595 Litres in 3 Barrels  LOCATION: DSO-SNF QTY:5885 Litres with 28 Drums HSN CODE: 2710</p>	1.0 LOT	18.0	DSO-SNF State :Telangana
<p>LOT No. SNF-016  LOT Name.Used Transmission Filter-52 Nos,</p>	<p>Used Transmission Filter-52 Nos, Hydraulic Breather Filter-35 Nos, Engine Air Filter(INN)-19 Nos, Engine Air Filter(Out)-19 Nos, Hydraulic Suction Filter-12 Nos, Engine Oil Filter-50 Nos, Fuel Filter-50 Nos, Coolant Filter-16 Nos, Brake Pressure Filter-23 Nos, Hydraulic Tank Return Line Filter-8 Nos, Air Filter(AC)-4 Nos.LOCATION:D SO-SNF QTY:288 Nos.HSN CODE:8421</p>	1.0 LOT	18.0	DSO-SNF State :Telangana

LOT No. SNF-017 LOT Name.Front Wheel Stud	Front Wheel Stud- 16 Nos, Wheel Nut- 16 Nos.LOCATION:D SO-SNFQTY:32 Nos.HSN CODE:731815	1.0 LOT	18.0	DSO-SNF State :Telangana
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**Note: The Valid scanned Copies of 1) Import Registration from MOEF, Govt. of India under Hazardous Waste Management Handling & Transboundary movement**

**1) Rules, 2008 and amendments thereof. 2) Valid Consent for operation (CFO) from the Pollution Control Board. 3) DGFT Authorization, 4) Any other Statutory requirement in force to be submitted at the time seeking user-id and password from MSTC for Lot No. SNF-001,SNF-002, SNF-003, SNF-004, SNF-009,SNF-015,**

**For the above mentioned Lots CCR Documents shall be submitted to CONCOR through Email : ravibhatnagar@concorindia.com**

**On instructions from CONCOR only buyer shall be activated for specific lot.**

**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 MSTC WEBSITE at [www.mstcindia.co.in](http://www.mstcindia.co.in).**

**CONTACT PERSONs of CONCOR-SCR: Shri K.K. Prasad, Asst. Manager/C&O/ICD, Sanathangar (Cell No.9704956022), or Ms. Madhurima Asst. Officer (C&O)/ICD, Sanathangar, (Cell No.9701368582); Shri P.S. Rao, Sr.Manager/Nagalapalle (Cell No.9618404007);**

**NOTE : The inspection of cargo from 05-02-2021 to 12-02-2021 from 10:00 AM to 04:00 PM at concerned terminal**

**Contact Details of MSTC Ltd., Hyderabad:- Shri. G P Teja , email id [gpteja@mstcindia.co.in](mailto:gpteja@mstcindia.co.in),[tsdkumar@mstcindia.co.in](mailto:tsdkumar@mstcindia.co.in), mob no. -9100025841, 040-23301039**

**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 compulsorily by preferably On-line mode or through Bank Draft in favour of Container Corporation of India Limited payable at Hyderabad, within seven days of e-auction/Lot being Sold, from the date of closing of e-auction

For online/RTGS/NEFT\* payment into CONCOR Bank account details are as follows:

Account Name	CONTAINER CORPORATION OF INDIA LIMITED
Bank Name	AXIS BANK LTD.,
Branch Name	MUMBAI
IFSC Code	UTIB0CCH274
Use the following Virtual Account ID for <u>Account Number</u>	
CONCSNF	

\*In case of payment through online/RTGS/NEFT to above CONCOR account. The Bidder should inform the details of remittance through email on scr.ro.fna@concorindia.com, scr.ro@concorindia.com, cmsnf@concorindia.com, madhurima@concorindia.com, with the following details:

1. Bidder Firm Name, 2. Date of remittance (RTGS/NEFT/IMPS etc)
3. Transferred Amount in Rupees. 4. Bank Name from which Amount was transferred. 5. UTR Number. 6. Terminal name(s) for which bidder has submitted the bid.
7. Lot Numbers etc. 8. Bidders contact details (Contact person name, phone/mobile number, email etc) 9. Auction no. & Lot no.

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.

**\*\*\* EMD for confirmed/STA lots is 25% of material value and for pending lots it shall be intimated in sale intimation letter.**

**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 strictly to CONCOR directly in one installment 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 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 (as mentioned in para 15 above), 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 Hyderabad/Secunderabad (Telangana State) 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 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 CONCOR/ICD/Depots premises on production of a Gate Pass issued from the respective CONCOR/ICD/Depots.
- 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 Saturday during normal working hours i.e 1000 hrs to 1800 hrs. The delivery will not be effected on Second 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 Terminal Manager.
- 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 CONCOR/Terminal Manager 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.

33) SALE OF HAZARDOUS WASTE ITEMS: a) Sale of Hazardous Waste items, namely Old and Used Rubber Tyres/Scrap Cut & Baled Tyres/E-Wastes etc will be governed by the Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, of the Central Government. Under Rule 7 (sub-rule 6) of the Hazardous Wastes Rules, in case of transport of hazardous wastes to a facility for treatment, storage and disposal existing in a State other than the State where hazardous wastes are generated, the occupier shall have to obtain No objection Certificate from the State Pollution Control Board or Committee of the concerned State or Union territory Administration where the facility is existing. Copy of such NOC must be submitted before issuance of Delivery Order by MSTC. The lots shall be delivered by the seller/owner to the successful MOEF/CPCB/SPCB registered buyers after receiving the above NOC. If the validity of Bidders MOEF/CPCB/SPCB Certificate expired on the Starting Date of e-Auction, then there is likelihood of his Password being deactivated. Therefore, interested bidder must ensure to produce a valid MOEF/CPCB/SPCB renewal certificate photocopy to MSTC along with its original for verification and return to get his Password duly activated before the Starting Date of e-Auction, wherever after the award of the lot validity of MOEF/CPCB/SPCB Certificate expired, the bidder must submit copy of such certificate duly renewed by MOEF/CPCB/SPCB within the stipulated time of payment of Balance Sale Value failing which the payment will not be accepted and the pre-&post bid EMD/SD part will stand automatically forfeited. a) The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein. b) MSTC/Seller reserves the right to accept/reject any offer/bid, withdraw from sale, the materials offered for sale in full or part thereof prior to or after the acceptance of the bid without specifying any reason thereof.

Event Details					
Event No.	Opening Date & Time	Closing Date & Time	Inspection From Date	Inspection Closing Date	EMD Type
MSTC/HYD/CONTAINER CORPORATION OF INDIA LIMITED/3/VISAKPHAPATNAM/20-21/29828  Event Type : e-Tender-cum-e-Auction   RCM NO	2021-02-15::12:00:00	2021-02-15::16:00:00	2021-02-05	2021-02-12	No EMD

Seller Details								
Seller /Company Name	Location	Street	City	Country	Telephone	FAX	Email	Contact Person
CONTAINER CORPORATION OF INDIA LIMITED	VISAKPHAPATNAM	NEAR AYYAPPA SWAMY TEMPLE, VIMAN NAGAR	VISAKHAPATNAM	INDIA	04027808938	04027800346	SCR.RO@CONCORINDIA.COM	SWATI SHARMA

LOT NO[PCB GRP]/LOT NAME	LOT Description	Quantity & UOM	GST	Location
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LOT No. GNT-001 LOT Name. Wooden frame with door	<b>Wooden Frame with door - 1.0M x 2.10M</b>  <b>HSN Code :</b> 441820  <b>Qty : 14 Nos</b>	1.0 LOT	18.0	DSO-GNT State :Andhra Pradesh
LOT No. GNT-002 LOT Name. Wooden Frame without door	<b>Wooden Frame without door - 1.0M x 2.10M</b>  <b>HSN Code :</b> 441820  <b>Qty : 5 Nos</b>	1.0 LOT	18.0	DSO-GNT State :Andhra Pradesh
LOT No. MMLPV-001 LOT Name. Damaged Domestic Empty Container	<b>ILCU-5018465-20EO Damaged Domestic Empty Container</b>  <b>HSN Code : 8609</b>  <b>Qty : 1 No</b>	1.0 LOT	18.0	DSO-MMLPV State :Andhra Pradesh

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 MSTC WEBSITE at [www.mstcindia.co.in](http://www.mstcindia.co.in).

CONTACT PERSONS of CONCOR-SCR: Shri Surendra Babu, Executive, C&O/Guntur Terminal (Cell No.9618400433); Shri K. Ramachandram, Asst.

**Manager(C&O)/MMLP, Visakhapatnam (Cell No.8978388774)**

**NOTE : The inspection of cargo from 05-02-2021 to 12-02-2021 from 10:00 AM to 04:00 PM at concerned terminal**

**Contact Details of MSTC Ltd., Hyderabad:- Shri. G P Teja , email id [gpteja@mstcindia.co.in](mailto:gpteja@mstcindia.co.in),[tsdkumar@mstcindia.co.in](mailto:tsdkumar@mstcindia.co.in), mob no. -9100025841, 040-23301039**

- 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 compulsorily by preferably On-line mode or through Bank Draft in favour of Container Corporation of India Limited payable at Hyderabad, within seven days of e-auction/Lot being Sold, from the date of closing of e-auction

For online/RTGS/NEFT\* payment into CONCOR Bank account details are as follows:

Account Name	CONTAINER CORPORATION OF INDIA LIMITED
Bank Name	AXIS BANK LTD.,
Branch Name	MUMBAI
IFSC Code	UTIB0CCH274
Use the following Virtual Account ID for <u>Account Number</u>	
CONCSNF	

\*In case of payment through online/RTGS/NEFT to above CONCOR account. The Bidder should inform the details of remittance through email on [scr.ro.fna@concorindia.com](mailto:scr.ro.fna@concorindia.com), [scr.ro@concorindia.com](mailto:scr.ro@concorindia.com), [cmsnf@concorindia.com](mailto:cmsnf@concorindia.com), [madhurima@concorindia.com](mailto:madhurima@concorindia.com), with the following details:

1. Bidder Firm Name, 2. Date of remittance (RTGS/NEFT/IMPS etc)
3. Transferred Amount in Rupees. 4. Bank Name from which Amount was transferred. 5. UTR Number. 6. Terminal name(s) for which bidder has submitted the bid.

7. Lot Numbers etc. 8. Bidders contact details (Contact person name, phone/mobile number, email etc) 9. Auction no. & Lot no.

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.

\*\*\* EMD for confirmed/STA lots is 25% of material value and for pending lots, it shall be intimated in sale intimation letter.

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 strictly to CONCOR directly in one installment 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 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 (as mentioned in para 15 above), 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 Hyderabad/Secunderabad (Telangana State) 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 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 CONCOR/ICD/Depots premises on production of a Gate Pass issued from the respective CONCOR/ICD/Depots.
- 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 Saturday during normal working hours i.e 1000 hrs to 1800 hrs. The delivery will not be effected on Second 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 Terminal Manager.
- 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 CONCOR/Terminal

Manager 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.

33) SALE OF HAZARDOUS WASTE ITEMS: a) Sale of Hazardous Waste items, namely Old and Used Rubber Tyres/Scrap Cut & Baled Tyres/E-Wastes etc will be governed by the Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, of the Central Government. Under Rule 7 (sub-rule 6) of the Hazardous Wastes Rules, in case of transport of hazardous wastes to a facility for treatment, storage and disposal existing in a State other than the State where hazardous wastes are generated, the occupier shall have to obtain No objection Certificate from the State Pollution Control Board or Committee of the concerned State or Union territory Administration where the facility is existing. Copy of such NOC must be submitted before issuance of Delivery Order by MSTC. The lots shall be delivered by the seller/owner to the successful MOEF/CPCB/SPCB registered buyers after receiving the above NOC. If the validity of Bidders MOEF/CPCB/SPCB Certificate expired on the Starting Date of e-Auction, then there is likelihood of his Password being deactivated. Therefore, interested bidder must ensure to produce a valid MOEF/CPCB/SPCB renewal certificate photocopy to MSTC along with its original for verification and return to get his Password duly activated before the Starting Date of e-Auction, wherever after the award of the lot validity of MOEF/CPCB/SPCB Certificate expired, the bidder must submit copy of such certificate duly renewed by MOEF/CPCB/SPCB within the stipulated time of payment of Balance Sale Value failing which the payment will not be accepted and the pre-&post bid EMD/SD part will stand automatically forfeited. a) The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein. b) MSTC/Seller reserves the right to accept/reject any offer/bid, withdraw from sale, the materials offered for sale in full or part thereof prior to or after the acceptance of the bid without specifying any reason thereof.