

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: pkshin@stcindia.co.in

Website: www.stcecommerce.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) : 18-08-2021 to 20-08-2021	
	ICD/DADRI	: 18-08-2021
	ICD/Moradabad	:17-08-2021
	Time for inspection from 11:00 Hrs to 16:00 Hrs	
	Venue of Inspection ICD/TUGHLAKABAD – Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020. Contact No -9560597329 ICD/DADRI – Container Corporation. of India Ltd., Inland Container Depot, Noida- Dadri Road, Near Dadri Railway Station, Tilapata, Greater Noida, Dist. GautamBudh Nagar (U.P.) Contact No. 0120-2352800 , 9560797221 ICD/MORADABAD- ICD/ Moradabad- Container Corporation of India, Inland Container Depot, Loco shed , Moradabad-244001 Contact No. 8171111286	

Online Auction date Online Auction Result	21-08-2021 (Details available on www.mstcecommerce.com) The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 21-08-2021 or later	
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ICD/TKD

Sr. no.	Container no	sz	Date of Arrival	Commodity	WT.	PKGS	Remarks
1	JUGU0050023	20	04-07-1995	Stone sand	20480	Loose	
2	FSCU9201920	40	29-08-2009	CLIC plank	22,091	20 Pallets, Each has 42 Packets	
3	HDMU6731690	40	20-06-2013	Candle, Flower Candle	1,430	CANDLE 10 CM 56 PCKGS ,EACH PCKG HAS 60 PCS ,FLOWER CANDLES, Works with Electric Cells- 5PCKGS, having 100 Pcs in each Pckg	
4	NYKU5514779	40	03-05-2012	Pipes		Pipes 40"*3" Total 17 pckgs Each Pckgs has 17 Pcs	
5	TGHU9888749	40	03-11-2012	Pipes		16 Pckgs, 16 Pcs in each package	
6	MSKU4417981	20	15-08-2011	Sodium Bicarbonate	25,330	1009 Pckgs approx	
7	EISU9950350	40	30-07-2015	Poly-Butadiene rubber	27060	20 pallet	
8	EOLU8836340	20	08-10-2008	Empty drums	1715	30pcs	

9	IPXU3280693	20	17-12-2005	Coated Paper Rolls	20430	Loose	
10	MSKU8414002	40	22-10-2009	sheet material waste	11020	Loose	
11	POCU0461600	20	08-03-2010	Plastic Mobile Covers	5590	275 pckgs	
12	TRLU7003478	40	09-10-2017	Plastic film rolls assorted size (Stock lot)	28980	Loose	
13	SUDU6736554	40	25-04-2011	Stock lot Paper, assorted Types	19750	loose	
14	MEDU3781933	20	01.11.2016	Wooden flooring	18730	12 Pallets	
15	TRLU7556241	40	03-06-2012 02:33:00	Pvc pipe	230	25 Bundles	
16	ECMU9694620	40	01-03-2018	Cooker Hoods	4,360	257 Pckgs	
17	GLDU5105216	20	15-03-2010	Wire Bundles	20,240	Loose	
18	FSCU3980510	20	15-03-2010	Wire Bundles	20,670	Loose	
19	PCIU4534827	40	27-05-2009	Machines - HENG WEI HWJ- automatic injection moulding machinery	6800	2 Machines with Accessories	
20	HASU4427975	40	04-05-2019 12:28:00	EMBROIDERY MACHINES	.	4 PCKGS	
21	BEAU4100999	40	17-09-2019 00:50:00	SUNBLAZE COOKER HOOD		280 PCKGS approx	
22	HLBU1574585	40	10-05-2018 19:48:00	Packaging machines & Accessories	5100	4 pallets	
23	BMOU3011269	40	17-01-2011 22:46:00	BSNL MODEM		20 PALLETS	
24	CAXU6616126	20	30-01-2019 12:02:00	Sodium thio sulphate	24940	LOOSE	Sodium thick sulphate 99%min gross weight 25.1kg Bearing packets 25 each packet 10 pcs

25	NYKU4141794	40	20-11-2013 11:59:00	PAPER ROLLS	25090	LOOSE	Stock Lot of paper Rolls, unCoated
26	OOLU8769508	40	29-10-2019 15:01:00	CAR FLOOR MAT, wheel COVER	6540	174 PCKGS	CAR FLOOR MAT-117 PCKGS EACH PCKG HAS 70 PCS, WHEEL COVER-57 PCKGS EACH PCKG HAS 50 PCS
29	CRXU3325522	20	03-04-2020 15:27:00	Dried dates expires on Oct 2021 each bag 50kg	17930	350 Pckgs approx	FSSAI and PQ required in case of clearance, if goods are destined to destruction, NOC not required.
30	APHU6628665	40	09-08-2010	Reclaimed Rubber	21,900	Loose	Clearance from CPCB or SPCB is required.
32	CAXU9684377	40	25-07-2010	Reclaimed rubber	21,190	Loose	Clearance from CPCB or SPCB is required.
33	CAXU9551482	40	28-07-2010	Reclaimed rubber	21800	Loose	Clearance from CPCB or SPCB is required.
34	MSCU8379725	40	08-02-2015	Waste Paper- (tissue paper)	17260	Loose	Clearance from CPCB or SPCB is required.
35	MSCU8763772	40	27-06-2010	Reclaimed rubber	24650	Loose	Clearance from CPCB or SPCB is required.
36	TCNU9619820	40	22-08-2011	Old used tyres	18350	loose	Clearance from CPCB or SPCB is required.
37	PMLU9019090	40	01-08-2011	Old used tyres & Discarded & Rejected Tyres	12620	loose	Clearance from CPCB or SPCB is required.
38	BHCU4929116	40	05-08-2010	Reclaimed rubber	18240	LOOSE	Clearance from CPCB or SPCB is required.
39	TCLU6619881	40	06-01-2014 19:14	E-RICKSHAW IN CKD CONDITION	7610	LOOSE	ICAT Registration certificate from ARAI
40	UACU5451827	40	17-03-2020 02:58:00	Reclaimed rubber	24910	LOOSE	Clearance from CPCB or SPCB is required.
41	TCNU9870645	40	19-04-2020	Reclaimed rubber	25320	LOOSE	Clearance from CPCB or SPCB is

			02:43:00				required.
42	HLXU8323249	40	18-03-2020 02:41:00	Reclaimed rubber	22030	LOOSE	Clearance from CPCB or SPCB is required.
43	TCNU1383975	40	05-05-2020 02:00:00	Reclaimed rubber	26150	LOOSE	Clearance from CPCB or SPCB is required.
44	HLXU8305950	40	23-05-2020 04:00:00	RECLAIMED RUBBER	24450	LOOSE	Clearance from CPCB or SPCB is required.
45	UACU5823713	40	18-03-2020 03:40:00	Reclaimed Rubber	25400	LOOSE	Clearance from CPCB or SPCB is required.
46	CAIU8472427	40	19-04-2020 03:06:00	Reclaimed Rubber	25400	LOOSE	Clearance from CPCB or SPCB is required.
47	HLXU8629500	40	30-04-2020 00:30:00	Reclaimed rubber	25590	LOOSE	Clearance from CPCB or SPCB is required.
48	HLBU1762047	40	29-04-2020 23:47:00	Reclaimed rubber	25050	LOOSE	Clearance from CPCB or SPCB is required.
49	SEGU5692235	40	07-05-2020 04:16:00	Reclaimed rubber	24340	LOOSE	Clearance from CPCB or SPCB is required.
50	UACU5604968	40	05-05-2020 02:05:00	Reclaimed Rubber	25110	LOOSE	Clearance from CPCB or SPCB is required.
51	CPSU6454852	40	08-03-2020 00:59:00	Reclaimed Rubber	23540	LOOSE	Clearance from CPCB or SPCB is required.
52	HLXU8543310	40	18-03-2020 02:34:00	Reclaimed Rubber	25360	LOOSE	Clearance from CPCB or SPCB is required.
53	HLXU6542042	40	18-03-2020 03:21:00	Reclaimed Rubber	25250	LOOSE	Clearance from CPCB or SPCB is required.
54	CAIU8493688	40	07-05-2020 04:16:00	Reclaimed Rubber	21100	LOOSE	Clearance from CPCB or SPCB is required.
55	HLXU8351209	40	19-04-2020 14:00:00	RUBBER COMPOUND	24870	LOOSE	Clearance from CPCB or SPCB is required.
56	HLBU2562911	40	05-05-2020 02:00:00	RUBBER COMPOUND	21250	LOOSE	Clearance from CPCB or SPCB is required.
57	TRLU8069253	40	18-12-2013	E. Rickshaw parts	11,770	Loose	ICAT Registration certificate from ARAI

58	GLDU9982023	40	08-09-2016	water heating rods without BIS and power specification ,Jackets bag ,5m inch tap ,baby chair ,geometry box ,baby socks , makeup mirror ,ladies hand bags ,3m inch tap , photo frames ,carpet rolls.	17,360	641 Pckgs	BIS requirement is required in respect of water heating rods. LMPC is required in respect of geometry box.
59	TRLU7104684	40	18-12-2013	E-RICKSHAW PARTS - Completely Knock Down condition'	11,830	loose	ICAT Registration certificate from ARAI
60	MSKU0208324	40	27-11-2013	E-Rickshaw in Completely Knock Down Condition	11,590	loose	ICAT Registration certificate from ARAI
61	CAXU8049309	40	02-11-2013	E-RICKSHAW IN CKD CONDIRION	8,080	Loose	ICAT Registration certificate from ARAI
62	MSKU8501344	40	05-11-2019	Used Auto Mobile Parts	12,570	Loose	ICAT Registration certificate from ARAI
63	CAXU9289557	40	27-12-2012	Water heater . Power Wattage: 1500 w, Capacity: 40 L.	7310	362 pckgs	BIS certificate is required
64	GLDU9663704	20	06-12-2012	CFL Tubes only	2315	217 pckgs	BIS certificate is required
65	TCNU8067053	40	22-03-2013	Induction cooker -Origin- China- Power Usage- 2000w.	.	660 Pckgs Observed Model 1001=572 Pckgs model	BIS certificate required

				BIS Certificate: Not Available		2002=88 Pckgs, 4 Pcs per Pckg	
66	MSKU1138915	40	14-03-2012 06:35:00	Power cords	17300	Loose Condition but 900 pckgs approx	BIS certificate if use in IT
67	CLHU9057190	40	13-11-2013	E-rickshaws in complete knock Down Conditions	11340	loose	ICAT Registration certificate from ARAI
68	TGHU6139990	40	22-11-2013	E rickshaw in CKD CONDITIONWS	9610	LOOSE	ICAT Registration certificate from ARAI
69	HLXU2130514	20	11-10-2008	Gas water heater, Brand Optus.		850 pckgs approx	BIS certificate required.
70	CAXU3214186	20	01-08-2011 22:48:00	CYLINDERS	21650	LOOSE	Certification if any required, Must be checked.
71	KKTU7795690	20	24-01-2014 16:28:00	E-RICKSHAW IN CKD CONDITION	5420	LOOSE	ICAT Registration certificate from ARAI
72	SUDU4935808	40	12-11-2013 02:18:00	E-RICKSHAW IN CKD CONDITION	10040	LOOSE	ICAT Registration certificate from ARAI
73	MRKU3464797	40	09-01-2014 11:46:00	E rickshaw ckd condition	10200kg	loose	ICAT Registration certificate from ARAI
74	SUDU8868708	40	31-10-2013 21:30:00	E-RICKSHAW IN CKD CONDITION	10300	LOOSE	ICAT Registration certificate from ARAI
75	TEMU6204748	40	08-01-2014 19:47:00	E-RICKSHAW IN CKD CONDITION (Completely Knock Down Condition)	9740	LOOSE	ICAT Registration certificate from ARAI

76	HLXU6454661	40	01-10-2014 16:06:00	RICE COOKER		730 pckgs approx 1.5 L -690 PCKGS EACH PCKG HAS 6 PCS, 1.8 L-42 PCKGS EACH PCKG HAS 4 PCS	BIS certificate required.
77	FCIU8768058	40	27-12-2013	E-RICKSHAW CKD CONDITION	12160	LOOSE	ICAT Registration certificate from ARAI
78	WFHU5166837	40	12-09-2014	Video games	.	102 Pckgs each pckg has 20pcs	Electronic video Games are covered under BIS
79	CAIU8439809	40	06-10-2014 02:33:00	LED BULB	8400	987 PCKGS	BIS certification required.
81	INKU2457533	40	11-07-2008	Metal slag & Impurities for Recycling purpose	25818	Metal slag loose	must to be sold to recycler only. Please refer to NGT/CPCB guidelines.
82	SEAU8654188	40	16-01-2009	waste paper for Recycling.	21,940	Loose	Must be sold to recycler only. Please refer to NGT/CPCB guidelines
83	TGHU7886027	40	27-12-2003	Waste Paper bales trimmed condition-- must be sold to CPCB/ SPCB registered Recycler	23,940	Loose	Must be sold to recycler registered with CPCB or SPCB.
84	ALMU4911496	40	19-08-2011	TYRES AND TUBES	18,000	Loose	Must be sold to recycler only. Please refer to NGT/CPCB guidelines

85	TCKU9926518	40	27-12-2003	Waste Paper - Paper bales trimmed condition- must be sold to CPCB/ SPCB registered Recycler	25,820	loose	Must be sold to recycler only. Please refer to NGT/CPCB guidelines
86	YMLU2778181	20	04-11-2004	BMW- 1 car	1,330		RC, CE (IP second Owner)
87	GRMU2030105	20	15-06-2008 11:48:00	SCRAP VEHICLE BRAND HONDA		LOOSE	RC, CE (IP Second owner)
88	UNXU2997564	20	02-12-2019 05:38:00	Wall paintings, carpet, pillow, lamp, flower pot, cabinet, sofa, small cabinet, bed with skd condition, tool, wall paintings, chair, table, queen size mattress			Paintings should not be antique
89	FSCU4109766	40	05-07-2012	White Plastic granules	26610	Loose	free if not scrap/waste.
90	CAXU8083936	40	11-07-2008	Metal Slag (Mixed with Impurities)	24,140	Loose	Should be sold to recycler only. Please refer to NGT/CPCB guidelines
91	PMLU2039536	20	13-06-2005	Metal Slag, Along with impurities	28,035	loose	Should be sold to recycler only. Please refer to NGT/CPCB guidelines
92	GESU5854584	40	11-07-2008	Metal slag ,along with impurities	24930	loose	Should be sold to recycler only. Please refer to NGT/CPCB guidelines
93	INKU2570278	40	11-07-2008	Metal slag, along with impurities	24028	loose	Should be sold to recycler only. Please refer to NGT/CPCB guidelines

94	MSCU5915721	40	16-05-2010	Waste Paper	18,800	Loose	Should be sold to recycler only. Please refer to NGT/CPCB guidelines
95	TGHU9717406	40	02-07-2012	Empty Cartons-Waste Paper	590	Loose	Should be sold to recycler only. Please refer to NGT/CPCB guidelines
96	FSCU9748348	40	17-04-2007	WASTE PAPER	12710	loose	Should be sold to recycler only. Please refer to NGT/CPCB guidelines

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.**

FOR ICD/Dadri

LOT NUMBER	Container Number	Size	DoA	Shipping line	Cargo
LOT-1	HJCU2132462	20'	14-Sep-18	CMAG(APL)	PI Lamps(Spares)
LOT-2	FCIU9120537	40'	07-Jan-19	COSCO	Home Care Products

For ICD/DADRI, GAUTAM BUDH NAGAR online payment, account details of CONCOR are - Name - Container Corporation of (I) Ltd., Bank Name – HDFC Bank, Branch-Sandoz branch Mumbai, IFSC –HDFC0000240 Bank A/C no. DADRIC403.

ICD/MORADABAD

LOT NO	Container No.	Size	Date of Arrival	Comm.	Wt. (approx.)
1	TRLU4809217	40	25-08-2014	Gravel	7100 kg
2	HLXU4201582	40	25-08-2014	Gravel	7000 kg
3	BSIU2620728	20	17-03-2015	Zinc dross	20200 kg
4	BSIU2753485	20	17-03-2015	Zinc dross	21000 kg

For ICD/Moradabad online payment, account details of CONCOR are Container Corporation of (I) Ltd., Bank Name – HDFC Bank, Branch – Kanjumarg Mumbai . IFSC Code – HDFC0004989, Bank A/c No. CONNR0055.

TERMS & CONDITION's

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: Abhishek gunawat

Email id: agunawat@[mstcindia.co.in](mailto:agunawat@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/bidder's 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 affected 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 affected 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 purchaser's 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.