

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@mtcindia.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) : 06-09-2021 to 08-09-2021	
	ICD/KANAKPURA(JAI PUR) : 04-09-2021	
	FHEL/SONIPAT(RAI) :06-09-2021	
	Time for inspection from 11:00 Hrs to 16:00 Hrs	
	ICD/TUGHLAKABAD – Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020. Contact No - 9560597329,9560597335	
Venue Inspection	ICD/KKU (JAIPUR) - Container Corporation of India LTd., Inland Container Depot, Kanakpura, Jaipur. Phone 0141-2405800, 9001535333	
	FHEL/SONIPAT :Fresh & Healthy Enterpeises Ltd, HSIIDC Industrial Estate Rai, Sonapat-131029, Tel: 9319326670	

Online Auction date Online Auction Result	09-09-2021 (Details available on www.mstcecommerce.com) The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 09-09-2021 or later	
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ICD/TKD

Sr. no.	Container no.	Size	Date of Arrival	Commodity	WT.(appox.)	Packages (Appox.)	Remarks
1	MSKU2268739	20	13-03-2005	DAMAGED TYRES	2190	53 PCS	Restricted subject to DGFT licence. Subject to MOEF licence if goods are waste
2	CAXU6049927	20	13-03-2005	USED TYRES	2140	53 PCS	Restricted subject to DGFT
3	TGHU3103144	20	12-08-2014	Steel Drums containing solidified material (cement)	6570	LOOSE	
4	GLDU0776124	40	26-10-2014	WOOL MIX WITH COTTON AND DIRT	12650		
5	CRXU1154159	20	06-03-2015	Aluminium alloy	25510		
6	BLZU2176841	20	26-03-2015	FOOTWEAR, SLEEPERS, REXIN	7080		
7	HJCU2241191	20	06-01-2016	steel wire assorted length and sizes	28200	24 PALLETS	
8	HDMU6148297	40	29-03-2016	COAXIAL CABLE IN CARTONS AND ROPE CARTONS	21870	COAXIAL CABLE- 1050 BOX APPROX., 2 CO-AXIAL CABLE IN EACH BOX, 2 ROPE- 2195 APPROX	

						BOX, ONE ROPE IN EACH BOX	
9	NOLU4623746	40	24-12-2005	PAPER ROLLS ASSORTED SIZES, White Coated	19670		other than CTH 4810 are free.
10	POCU0373053	20	12-01-2006	Paper Rolls assorted Size - Coated	18580		other than CTH 4810 are free.
11	MEDU2693041	20	08-07-2010	Stock Lot Paper & Rolls	10930		
12	BHCU3116338	20	05-08-2011	Cylinders(52.1 KG) as mentioned on Cylinder	21765	417 Cylinders Approx	subject of BIS requirement, if any.
13	MSKU2368620	20	14-10-2011	Cylinders(52.1 KG) as mentioned on Cylinder	20940	401 Cylinder Approx	subject of BIS requirement, if any.
14	TGHU6339597	40	12-06-2013			CFL -525 Boxes- having 360 Pcs., 25 bOXES HAVING 819 PCS, 2 Boxes, having 637 pcs	subject to BIS requirement, if any.
15	SUDU6872822	40	26-11-2016	Paper Rolls (Coated)	24090		other than CTH 4810 are free.
16	MAEU8341309	40	29-12-2005	Paper rolls. Coating obsorved	17460	15 Rolls Approx	other than CTH 4810 are free.
17	HLXU8637810	40	28-03-2020	White paper rolls. Coating obsorved 21890	21890	Loose	other than CTH 4810 are free.
18	ECMU4281114	40	17-11-2006	RAGS- OLD & USED CLOTHS IN BALES		47 BAES APPOX	Fumigation is required before delivery of the goods.

19	KKFU1759263	40	25-07-2011	(1) Plastic Soup Spoons & (2) plates (1730 Pckgs Approx)		(1) - 1300 Pckgs X 1000 pcs, (2)- 430 Pckgs X 120 Pcs.	
20	UACU3337965	20	01-03-2013	ROUGH MARBLE BLOCK-1) 114"*58"*45", 2)105"*76"*40"	27330	2 blocks	
21	CRXU9813566	40	16-09-2014	Premutilated & Fumigated rags in Bales			Fumigation is required before delivery of the goods.
22	MOTU0623710	40	22-08-2016	TANNING MATERIAL	18010	loose	
23	BMOU4743855	40	28-03-2018	USED OLD CARPETS	20080		Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98- Cus(AS) dated 11.02.2019. Further fumigation is required before delivery of the goods.
24	TCNU8770636	40	28-03-2018	OLD CARPET ROLLS	27,300		Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98- Cus(AS) dated 11.02.2019. Further fumigation is required before delivery of the goods.

25	HLXU6533708	40	10-01-2015	FOAM (in rolls); Push Type Black Rivets (Plastic); Polyster Fabric (Jaali); Antiskid Floor Mats (stainless steel)	8500	128 Rolls; 3 gunny bags with 10 Kgs pkg each; 33 Bales; 83 Boxes (each box 120 pcs)	
26	IRSU4999359	40	20-11-2011	Old clothes in bales	20960	Loose	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98- Cus(AS) dated 11.02.1998. Further fumigation is required before delivery of the goods.
27	SGLU2000334	20	10-07-2005	Stone Tiles	22380	12 Pallets	
28	CAXU9218255	40	30-05-2016	Old clothes bales	25760	loose	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98- Cus(AS) dated 11.02.1998. Further fumigation is required before delivery of the goods.
29	CMBU2352070	20	18-07-1999	Rough Marble Block	22600	2 Blocks	
30	CRXU1154903	20	11-06-2010	Marble block (A) 95 * 44 * 45 Dimensions in inch Marble block (B) 111*60*60 Dimensions in inch	25260	2 marble blocks	
31	ESLU9000310	20	19-05-2003	Brake shoes pads only(made of asbestos)	21920	1440 pckgs and some in loose condition	

32	APHU7054221	40	02-03-2012	Shoes in soiled condition		1011 Pckgs Approx, having 12 pairs each	
33	OOLU8065915	40	25-05-2014	Shoes, in degraded Condition. Damaged	8940	370 Pckgs having 24 pairs, mostly damaged. 50 Pckgs, having 12 pairs	
34	ECMU1503394	20	15-10-2019	V guard toughened glass	28630	1400 pckgs approx	
35	HLXU8597743	40	23-02-2014	Shoes in soiled condition	8000	384 pckgs	
36	SEGU4117289	40	17-11-2014	Old clothes bales	6430	loose	
37	MSCU9701522	40	27-05-2011	Old clothes bales mutilated	23920	loose	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.1998. Further fumigation is required before delivery of the goods.
38	CMAU5392681	40	13-09-2008	Old clothes bales mutilated	20750	loose	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.1998. Further fumigation is required before delivery of the goods.

39	FSCU6282132	40	26-05-2012	Old Clothes (bales	20500	LOOSE	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.1998. Further fumigation is required before delivery of the goods.
40	SUDU8758608	40	26-12-2014	Old clothes in bales mutilation Observed	21860	LOOSE	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.1998. Further fumigation is required before delivery of the goods.
41	NSAU4941639	40	27-11-2008	Old clothes in bales.	9000	LOOSE	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.1998. Further fumigation is required before delivery of the goods.
42	CRSU9087646	40	13-06-2011	OLD CLOTHES BALES IN MUTILATED	25510	LOOSE	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.1998. Further fumigation is required before delivery of the goods.

							Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.1998. Further fumigation is required before delivery of the goods.
43	GLDU0767971	40	24-05-2015	OLD CLOTHES BALES IN MUTILATED CONDITION	22340	LOOSE	
44	APLS2913591	20	15-09-2006	Bowl set ,Jug Set	8350		
45	MSKU0492040	40	12-09-2011	Iron frame	5640		
46	SEGU5337987	40	02-01-2019	Bracket & hinges & Machined Parts of Assorted Sizes		19 Pallets	
47	NYKU3390468	20	04-02-2020	Carlo Rossi Red Wine 12% alchol	15690		Buyer must be having prescribed License for liquor
48	NYKU3702756	20	04-02-2020	Carlo Rossi Red Wine 12% alchol	15690		Buyer must be having prescribed License for liquor
49	NYKU2934510	20	04-02-2020	Carlo Rossi Red Wine 12% alchol	15690		Buyer must be having prescribed License for liquor
50	TCNU5284712	40	28-07-2018	FOOTWEAR		544 ctns	
51	POCU0461600	20	08-03-2010	Plastic Mobile Covers	5590	275 pckgs	
52	TRLU7556241	40	03-06-2012	Pvc pipe	230	25 Bundles	
53	ECMU9694620	40	01-03-2018	Cooker Hoods	4,360	257 Pckgs	
54	BEAU4100999	40	17-09-2019	SUNBLAZE COOKER HOOD		280 PCKGS approx	
55	HLBU1574585	40	10-05-2018	Packaging machines & Accessories	5100	4 pallets	
56	BMOU3011269	40	17-01-2011	BSNL MODEM		20 PALLETS	
57	CAXU6616126	20	30-01-2019	Sodium thio sulphate	24940	LOOSE	
58	NYKU4141794	40	20-11-2013	PAPER ROLLS	25090	LOOSE	

59	CRXU3325522	20	03-04-2020	Dried dates expires on Oct 2021 each bag 50kg	17930	350 Pckgs approx	
60	MSCU8379725	40	08-02-2015	Waste Paper- (tissue paper)	17260	Loose	Clearance from CPCB or SPCB is required.
61	TCLU6619881	40	06-01-2014	E-RICKSHAW IN CKD CONDITION	7610	LOOSE	ICAT Registration certificate from ARAI
62	TRLU8069253	40	18-12-2013	E. Rickshaw parts	11,770	Loose	ICAT Registration certificate from ARAI
63	TRLU7104684	40	18-12-2013	E-RICKSHAW PARTS - Completely Knock Down condition'	11,830	loose	ICAT Registration certificate from ARAI
64	MSKU0208324	40	27-11-2013	E-Rickshaw in Completely Knock Down Condition	11,590	loose	ICAT Registration certificate from ARAI
65	CAXU8049309	40	02-11-2013	E-RICKSHAW IN CKD CONDIRION	8,080	Loose	ICAT Registration certificate from ARAI
66	MSKU8501344	40	05-11-2019	Used Auto Mobile Parts	12,570	Loose	ICAT Registration certificate from ARAI
67	GLDU9663704	20	06-12-2012	CFL Tubes only	2315	217 pckgs	BIS certificate is required
68	CLHU9057190	40	13-11-2013	E-rickshaws in complete knock Down Conditions	11340	loose	ICAT Registration certificate from ARAI
69	TGHU6139990	40	22-11-2013	E rickshaw in CKD CONDITIONWS	9610	LOOSE	ICAT Registration certificate from ARAI
70	CAXU3214186	20	01-08-2011	CYLINDERS	21650	LOOSE	Certification if any required, Must be checked.
71	KKTU7795690	20	24-01-2014	E-RICKSHAW IN CKD CONDITION	5420	LOOSE	ICAT Registration certificate from ARAI
72	SUDU4935808	40	12-11-2013	E-RICKSHAW IN CKD CONDITION	10040	LOOSE	ICAT Registration certificate from ARAI

73	MRKU3464797	40	09-01-2014	E rickshaw ckd condition	10200kg	loose	ICAT Registration certificate from ARAI
74	SUDU8868708	40	31-10-2013	E-RICKSHAW IN CKD CONDITION	10300	LOOSE	ICAT Registration certificate from ARAI
75	TEMU6204748	40	08-01-2014	E-RICKSHAW IN CKD CONDITION (Completely Knock Down Condition)	9740	LOOSE	ICAT Registration certificate from ARAI
76	HLXU6454661	40	01-10-2014	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	CAIU8439809	40	06-10-2014	LED BULB	8400	987 PCKGS	BIS certification required.
79	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.
80	YMLU2778181	20	04-11-2004	BMW- 1 car	1,330		RC, CE (IP second Owner)
81	TGHU9717406	40	02-07-2012	Empty Cartons-Waste Paper	590	Loose	Should be sold to recycler only. Please refer to NGT/CPCB guidelines
82	FSCU9748348	40	17-04-2007	WASTE PAPER	12710	loose	Should be sold to recycler only. Please refer to NGT/CPCB guidelines

83	RUBBER TYRED GANTRY CRANE,RTG-1(FELS MAKE1992 &COMMISSIONING IN 1993					QTY-1	
84	RUBBER TYRED GANTRY CRANE,RTG-2(FELS MAKE1992 &COMMISSIONING IN 1993					QTY-1	
85	BOBCAT MACHINE- 1,MODEL-751WITH SWEEPER ATTACHMENT (PROCURED IN 2001)					QTY-1	
86	BOBCAT MACHINE- 2,MODEL-751WITH SWEEPER ATTACHMENT (PROCURED IN 2001)					QTY-1	

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

ICD/KKU (JAIPUR)

List of Cargo for Sale through Online E-Auction							
ICD/KKU (JAIPUR)							
SR NO	LOT NO	CONTAINER NO/Loose Cargo	NO OF PKT/ CONT SZ	Weight approx in KG	DATE OF LYING AT ICD	COMMODITY DESCRIPTION	REMARK
1	1	APZU3644644	20	7500	04/01/2020 11:16:07	COMPOUND BASE GENERAL CARGO	
2	2	HASU4117347	40	20560	05/12/2018 16:21:40	SOIL OF IRON AND SILICA DUST	Pollution control certificate is required by custom
3		TRLU6822835	40	19900	07/01/2019 07:30:49		
4		MRKU3135430	40	21000	22/12/2018 20:00:00		

5	3	LOOSE CARGO	478 PKG		31.7.2011	GLASS CHATON CUTTER ,POCKET SCALE	
6	4	LOOSE CARGO	44 PCS			OLD USED RUBBER TYRE 18X25=quantity 44 nos	
7	5	LOOSE CARGO	27 DRUMS			FILLED & PARTIALLY FILLED OIL DRUMS -quantity 27 nos	Pollution control certificate is required by custom
8	6	BMOU4694025	SZ/40	24000	24.1.21	PVC FLOORING	
9	7	LOOSE CARGO	630 BAGS	18500	26.9.20	WASTE OF WOOD	

For ICD/Jaipur -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. CONNRO057.

FRESH & HEALTHY ENTERPRISES LIMITED

HSIIDC INDUSTRIAL AREA, RAI, SONEPAT, HARYANA-131029

Lot Nos.	Description of Items	Quantity in approx. Nos./ Lot
1	New Trays for 6 pcs Gift Packs. (1 Lot of approx. 5200 Nos. of trays having approx. weight of 104 Kilograms. Delivery will be given by weight)	1 Lot
2	New Trays for 12 pcs Gift Packs. (1 Lot of approx. 5300 Nos. of trays having approx. weight of 238 Kilograms. Delivery will be given by weight)	1 Lot
3	New Trays for 20 kgs apple boxes. (1 Lot of 8 bundles of 100 Nos. of trays having approx. weight of 72 Kilograms. Delivery will be given by weight)	1 Lot
4	Strap Rolls	64 Nos.
5	Mixed Scrap of Torn Cartons, Plastic Strapping, Torn Trays etc. (1 Lot of mixed scrap having approx. weight of 8870 Kilograms. Delivery will be given by weight)	1 Lot
6	Wooden Bins. (1 Lot of approx. 904 Nos. of wooden bins having approx. weight of 53336 Kilograms. Delivery will be given by weight)	1 Lot

1. The above material is available for inspection by the prospective bidders on the above address.
2. The sale would be on as is where is basis.
3. Applicable taxes would be extra.

4. The quantities/ weight indicated are tentative. However, the payment would be for the quantities physically delivered.
5. The bidders may bid for full quantity, Lot-wise.
6. The successful bidder will have to give an undertaking on the company's letter head stating that neither it will use brand names of FHEL and CONCOR on its own and nor allow any other person to whom these items are sold to do so.
7. The weight indicated is approx. may vary 10-15% in actual. The bidders are advised to visit the location and make their own assessment before bidding.
8. Delivery Period: Within 30 days from the date of the Release Order issue on behalf of the Delivery Order issued by MSTC (including date of issuance of Delivery Order)

For ICD/Sonipat/FHEL online payment, account details of CONCOR are Name- Container Corporation of (I)Ltd., Bank Name Yes Bank, Ground & First Floor, Capital Exim Centre, Unit-G3, Okhla Ind.Area , Phase-2, NEW DELHI-110020. Bank Account Number 020881400000071, IFSC Code: YESB0000208

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

- 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.

15(i) In case Successful bidder intends to use CONCOR mechanized Equipment for handling of cargo/container at the time of taking delivery at ICD/TKD, the Mechanized Cargo/container(loaded/empty) handling charges as per prevailing Public Tariff will be collected by CONCOR from the bidder.

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.

