

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

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: agunawat@mstcindia.com
Website: www.mstcecommerce.com

CONCOR ONLINE AUCTION SALE

M/s Container Corporation of India Ltd. (CONCOR) will sell various types of Uncleared/Unclaimed cargo brought into India and Scrap items, Damaged Empty Containers, etc, through Online Auction in accordance with Section 48 of the Customs Act, 1962 and Customs Circular No. 49/2018-Customs dated 03.12.2018, which shall be conducted through M/s MSTC Limited, which is an e-auction service provider. It is to be noted that M/s MSTC Limited will provide only the portal for obtaining information and facilitate the e-auction. The sale and purchase are made directly between the seller and the buyers.

SCHEDULE OF PROGRAMME	
Inspection schedule of Materials: Date & Timings	<p>Place: ICD/TKD(TUGHLAKABAD)</p> <p>Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020. Contact No- 9560597207</p> <p>Date: 24-02-2022 to 25-02-2022 Time: from 10.00 hrs to 16.00 hrs</p> <p>Place: ICD/DDL (Ludhiana) Container Corporation Of India Ltd., Inland Container Depot, Focal Point, Dhandari Kalan, Ludhiana – 141001, Ph: 9560597230,</p> <p>Date: 23-02-2022 Time: from 10.00 hrs to 16.00 hrs</p> <p>Place: ICD/MORADABAD Container Corporation of India, Inland Container Depot, Loco shed , Moradabad-244001 Contact No. 8171111286</p> <p>Date: 24-02-2022 Time: from 10.00 hrs to 16.00 hrs</p>

	Shalimar Terminal, ARM Building, Gr. Floor, Shalimar, Howrah – 711103. West Bengal Date: 22-02-2022 Time: from 10.00 hrs to 16.00 hrs
	CTKR, Majerhat Terminal, P-144 Remount Road, Kantapukur, Kolkata – 700088, West Bengal Contact Person-Sh. Sanjiv Saha Contact No. 09163390931 Date: 22-02-2022 Time: from 10.00 hrs to 16.00 hrs
Online Auction date	28-02-2022
Online Auction Result	The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 28-02-2022 or later

ICD/TKD

Sr.n o.	Lot no.	Container no.	Size	Date of Arrival	Cargo description	No. of packages	Gross Wt. as per IGM	Remarks
1	1	MAEU8300399	40	23-09-2010 00:45:00	WASTE PAPER		20.27	other than CTH 4810 are free.
2	2	MSKU3377668	20	13-03-2005 08:32:00	USED TYRES 54 TYRES	6 Pkgs.	26.62	Restricted subject to DGFT licence.
3	3	MSKU3009429	20	13-03-2005 08:35:00	USED TYRES ASSORTED SIZE	52 PCS	26.62	Restricted subject to DGFT licence.
4	4	KKTU7293304	20	25-06-2013 22:51:00	CEMENT Bricks	1600 Pcs Approx	22	

5	5	TCLU6251249	40	22-11-2014 16:32:00	OLD CLOTHES IN BALES	LOOSE	25.2	
6	6	TRPU2232964	20	11-12-1993 00:00:00	Glass Wool			
7	7	SCMU2077825	20	22-06-1999 21:15:00	Rough Marble Blocks. Size is approximate as the Blocks are not regular in size. A)81*56*25 b)85*50*60All Dimensions in inches	2 Blocks	24.3	
8	8	SCMU2039403	20	24-06-1999 14:33:00	Rough Marble Blocks. Size is approximate as the Blocks are not regular in size. A)95*44*23 b)95*44*23 c)94*44*46. All Dimensions in inches	3 Blocks	20.45	
9	9	SAMU2218390	20	24-06-1999 15:19:00	Rough marble Blocks. A)7*5.7*3 (all feet), b)7.8*5*4.11 (all feet)	2 Blocks	24.9	
10	10	CMBU2192990	20	18-07-1999 06:12:00	marble block S. (A) L 102inch B 56inch H 44inch,(B) L 77inch B 50inch H 60inch	2 rough marble block	21.4	
11	11	ILSU2000891	20	18-01-2003 06:00:00	Marble Blocks	2 Blocks	23.69	
12	12	TRLU3777305	20	17-06-2005 05:35:00	Marble slab	80 Slabs Approx	26.42	
13	13	EISU9879890	40	26-11-2006 15:03:00	Waste plastic polythene loose	Loose	20.78	
14	14	ZIMU2998561	20	24-04-2011 16:20:00	ROUGH MARBLE BLOCK	2 BLOCKS	27.3	

15	15	APHU6911037	40	04-12-2013 12:57:00	SERVING SPOON ,PLATES AND APRON	LOOSE	20.41	
16	16	TGHU7185768	40	09-04-2011 15:33:00	carpet-runners	loose condition	8.41	assorted types and in loose condition- some seemed used, some were soiled with dust.
17	17	CRSU9197134	40	30-08-2011 23:39:00	WHITE PAPER ROLLS	LOOSE	20.1	
18	18	IPXU3660883	20	25-06-2013 22:54:00	CEMENT Bricks (Each pallet Contains 55 Sheets)	1600	22	
19	19	MRKU2278355	40	15-11-2013 06:38:00	E-RICKSHAW CKD CONDITION	LOOSE	12	
20	20	TGHU6180735	40	18-11-2013 16:09:00	E-RICKSHAWS IN COMPLETE KNOCK DOWN CONDITION	loose condition	9.09	
21	21	ESPU8002349	40	19-11-2013 13:03:00	E-RICKSHAWS IN COMPLETE KNOCK DOWN CONDITION	loose condition	11.7	
22	22	OOLU8502126	40	18-02-2014 13:18:00	E-RICKSHAWS IN COMPLETE KNOCK DOWN CONDITION	loose condition	9.09	
23	23	CMAU0458261	20	13-04-2016 07:06:00	WINE-BRAND PEARLY BAY	1381 PKGS APPOX	13.8	
24	24	HDMU6426905	40	05-05-2018 10:30:00	MACHINE MACHINE(AUTOMATIC ASSEMBLY MACHINE)		6.21	IT SHOULD NOT CONTAIN E WASTE

25	25	DFSU1900865	20	05-10-2018 08:12:00	POLYESTER KNITTED FABRICS	443	10.67	
26	26	JXLU4030235	40	07-05-2020 07:30:00	MACHINE-SPARE-HEAVY MELTING SCRAP	LOOSE	23.8	
27	27	GATU1297778	20	13-03-2005 08:36:00	USED TYRES ASSORTED SIZE	49 PCS	26.62	Restricted subject to DGFT licence.
28	28	MAEU6749101	20	13-03-2005 09:01:00	HEAVY MELTING SCRAP compressed (For Melting Purpose Only)	75 pckgs	26.62	The auction should be limited to Actual user for recycling of scraps or the trader on behalf of Actual user registered with SPCB.
29	29	GRMU2030105	20	15-06-2008 11:48:00	SCRAP VEHICLE BRAND HONDA	LOOSE	1.5	
30	30	NYKU5514779	40	05-03-2012 23:12:00	Pipes	Pipes 40"*3" Total 17 pckgs Each Pckgs has 17 Pcs	24.58	
31	31	TRLU7556241	40	06-03-2012 02:33:00	Pvc pipe	25 Bundles	24.58	
32	32	TGHU9888749	40	11-03-2012 12:23:00	Pipes	16 Pckgs, 16 Pcs in each package	27.15	
33	33	CRXU9725932	40	09-05-2015 01:06:00	Old clothes bales mutilated		23.4	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.
34	34	HASU4427975	40	04-05-2019 12:28:00	EMBROIDERY MACHINES	4 PCKGS	5.68	
35	35	MEDU6186600	20	22-09-2012 20:55:00	OFFICE CABINETS	98 BOX APPROX	1.87	
36	36	GESU5854244	40	11-07-2008 08:26:00	Metal for Recycling (along with impurities)	Loose	25.8	Should be sold to recycler only as per NGT/CPCB guidelines
37	37	APHU7054221	40	03-02-2012 07:19:00	Shoes in soiled condition	1011 Pckgs Approx, having 12 pairs each	7.91	
38	38	BMOU4743855	40	28-03-2018 04:48:00	USED OLD CARPETS	16 ROLLS APPROX.	20.03	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.
39	39	TCNU8770636	40	28-03-2018 05:19:00	OLD CARPET ROLLS	24 ROLLS	27.09	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.
40	40	TGHU3053655	20	01-08-2014 07:40:00	STEEL DRUMS FILLED WITH SOLIDIFIED CEMENT	48 DRUMS	9.48	

41	41	MRKU8752800	20	21-11-2018 21:11:00	HOUSEHOLD GOODS n ITEMS-MAJORITY OF THE ITEMS OBSERVED ARE USED " USED WOODEN DECORATIVE ITEMS, OLD USED CLOTHES, PIANO, TOYS, OLD BOOK BOX, USED AND AND OLD KITCHEN ITEMS, CYLCE FOR KIDS, GLASS ITEMS (USED), CURTAIN & BLANKET, Curtain & Medicine (mixed), kitchen glass items, wooden items, used kitchen items, yoga mat, used clothes & kitchen items, ladies bag, kitchen accessories (used), toy & yoga mat, mixer grinder , toys, contains ladies cosmetic items (mix)		.63	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. DGFT authorisation required. For toys Testing required from Accredited NABIL Laboratory. To be destroyed if below standard.
42	42	SEGU5337987	40	02-01-2019 03:15:00	Bracket & hinges & Machined Parts of Assorted Sizes		3.6	
43	43	TEXU3933837	20	31-03-2007 00:50:00	DIRT IN JUMBO BAGS	10 BAGS	18.48	
44	44	TCKU2750577	20	31-03-2007 00:52:00	Dirt and stones in jumbo bags	12 bags	17.64	
45	45	CMAU7424978	40	19-11-2018 00:17:00	polyester knitted fabrics	1645 Rolls	12.54	
46	46	TRLU7378643	40	22-11-2018 09:04:00	polyester knitted fabrics	1645 Rolls	14.79	
47	47	TEMU7346541	40	23-11-2018 12:44:00	polyester knitted fabrics	1645 Rolls	13.8	

Domestic Containers

.No.	Container No.	Size	Type	Owner	Date of mfg /arrival
1	CXNU2219956	22	HC	OWN	22-04-1999
2	CXNU2230106	22	HC	OWN	02-10-2002
3	CXNU2223832	22	HC	OWN	01-01-2000
4	CXIU2219281	22	HC	OWN	18-04-1999
5	CXNU2225964	22	HC	OWN	16-01-2000
6	CXNU2230390	22	HC	OWN	02-10-2002
7	CXNU2222625	22	HC	OWN	26-12-1999
8	CXNU2228053	22	HC	OWN	30-08-2002
9	CXNU2231340	22	HC	OWN	02-10-2002
10	CXNU2230786	22	HC	OWN	02-10-2002
11	CXNU2228829	22	HC	OWN	02-09-2002
12	CXNU2225769	22	HC	OWN	16-01-2000
13	CXNU2228140	22	HC	OWN	02-08-2002
14	CXIU2222264	22	EO	OWN	01-01-2000
15	CXNU2228541	22	HC	OWN	02-09-2002
16	CXNU2225922	22	HC	OWN	16-01-2000
17	CXNU2224994	22	E.O	OWN	14-01-2000
18	CXNU2227925	22	HC	OWN	02-08-2002
19	CXNU2231400	22	HC	OWN	02-10-2002
20	CXNU2226148	22	HC	OWN	20-07-2002
21	CXNU2226750	22	HC	OWN	02-08-2002
22	CXIU2225181	22	E/O	OWN	01-01-2000
23	CXNU2229764	22	HC	OWN	02-09-2002
24	CXNU2228860	22	HC	OWN	02-09-2002
25	CXNU2220052	22	HC	OWN	22-04-1999
26	CXNU2228222	22	HC	OWN	02-08-2002
27	CXNU2230873	22	HC	OWN	02-10-2002
28	CXNU2223175	22	HC	OWN	31-12-1999
29	CXNU2221526	22	HC	OWN	16-01-2000
30	CXNU2224905	22	E/O	OWN	01-01-2000
31	CXNU2227139	22	HC	OWN	02-08-2002
32	CXNU2229682	22	HC	OWN	02-09-2002
33	CXNU2223200	22	HC	OWN	31-12-1999
34	CXNU2222496	22	EO	OWN	01-01-2000
35	CXNU2224525	22	E/O	OWN	12-01-2000
36	CXNU2221296	22	HC	OWN	18-12-1999
37	CXNU2228916	22	HC	OWN	02-09-2002
38	CXIU2225284	22	EO	OWN	01-01-2000

39	CXIU2225453	22	EO	OWN	01-01-2000
40	CXNU2221953	22	HC	OWN	14-01-2000
41	CXNU2228120	22	HC	OWN	02-08-2002
42	CXNU2224295	22	HC	OWN	31-12-1999
43	CXIU2225221	22	EO	OWN	01-01-2000
44	CXNU2227714	22	HC	OWN	21-08-2002
45	CXNU2228984	22	HC	OWN	02-09-2002
46	CXNU2223220	22	HC	OWN	31-12-1999
47	CXNU2228942	22	HC	OWN	02-09-2002
48	CXNU2223431	22	HC	OWN	27-12-1999
49	CXNU2227490	22	HC	OWN	02-08-2002
50	CXIU2219614	22	EO	OWN	24-04-1999
51	CXNU2231951	22	HC	OWN	02-11-2002
52	CXNU2226425	22	HC	OWN	20-07-2002
53	CXNU2227421	22	HC	OWN	02-08-2002
54	CXNU2227817	22	HC	OWN	02-08-2002
55	CXNU2222081	22	HC	OWN	27-12-1999

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/DDL(Ludhiana)

S.NO.	CTR_NO	SZ	ARR_DT	COMM_DESC	NT.WT
1	BMOU5913072	40	21/01/2021	MACHINE	21560
2	HLBU3188982	40	21/01/2021	MACHINE	12010
3	UACU5164200	40	21/01/2021	MACHINE	15860
4	GESU3158400	20	13/01/2021	IRON AND STEEL GOODS	26880
5	CMAU1158166	20	18/01/2021	IRON AND STEEL GOODS	26380
6	GESU2200065	20	18/01/2021	IRON AND STEEL GOODS	23650
7	TLHU2380504	20	09/03/2021	PERSONAL EFFECTS	2430

8	MRKU2166545	40	29/12/2020	ALUMINIUM SCRAP	24070
9	OOLU8735283	40	30/08/2019	FABRICS	13300

DDL LUDHIANA ,online payment, account details of CONCOR are - Name - Container Corporation of (I)Ltd North Region ., Bank Name –HDFC Bank LTD, Branch –Kanjumarg, Mumbai , IFS Code –HDFC0004989, Bank A/c No. **CONNRO061**.

ICD/MBD(Moradabad)

Lot no.	Container no.	Sz	Date of Arrival	Cargo Description	Weight
1	BSIU2620728	20	17-03-2015	Zinc dross	20200 kg
2	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. **CONNRO055**.

Eastern Region

Sl No.	No. of Container	Cargo	Lot No	Location of the cargo
1	35	Damage condemn	1	

		empty container		CONCOR Majerhat, CTKR Terminal, P-144 Remount Road, Kolkata - 700088, West Bengal
2	1	Damage condemn empty container	2	
3	1	Damage condemn empty container	3	
4	8	Damage condemn empty container	1	Shalimr (SHM) Terminal, ARM Office Building, Ground Floor, Shalimar Rail yard, Post office - Shibpur, Howrah - 711102, West Bengal

NAME OF ACCOUNT HOLDER	NAME OF BANK	IFSC CODE	Account Numbers	Customer Code	Customer Name	E- Mail ID1	cMobileNo	Location of the Terminal
CONTAINER CORPORATION OF INDIA LTD EASTERN REGION	HDFC BANK	HDFC0004989	CONEROCTKR	CTKR	Shyam Kishore Agarwal	shyam@concorindia.com	9163390936	CTKR - Majerhat, Kolkata
CONTAINER CORPORATION OF INDIA LTD EASTERN REGION	HDFC BANK	HDFC0004989	CONEROSHMH	SHM	Prashant Sinha	prashantsinha@conCorindia.com	9163390923	Shalimar, Howrah, West Bengal

TERMS & CONDITIONS OF AUCTION

1. INSTRUCTIONS TO THE BIDDERS/BUYERS:

- 1.1. **SELLER** – Seller referred in these conditions of sale, is the Department of Customs through their officers AND/OR the Custodian, Container Corporation of India Ltd. (hereinafter referred to as CONCOR). All Payments are to be drawn in favour of the Custodian i.e. **Container Corporation of India Ltd.**

AUCTIONEER – is M/s MSTC Limited, which is an agency appointed as an auctioneer to facilitate E-Tender cum online auction on Internet by the Custodian. They are expected to facilitate organising and conducting an auction and are considered as third party not particularly interested in the item being sold for and on behalf of the Seller.

BIDDER - Any person representing as an individual OR as proprietor OR as a partner OR as an authorised representative of any company and who is getting registered with the Auctioneer is considered as a registered bidder. One individual can represent as a bidder on his own behalf or on behalf of his company. But the bidder cannot register separately for self & company at the same time. Bidder must read the terms and conditions of the auction sale very carefully and then only place his bid in the e-auction.

AUCTION/E-AUCTION – as hereinafter referred, is the online auction of unclaimed/uncleared cargo as specified hereinabove in the Schedule of Programme through e-tender or e-auction and in respect of cargo described hereinabove in the Terminal wise list of cargo. These Terms & Conditions are applicable to the present auction/e-auction only as defined herein and the terms and conditions of any other auction or online auction conducted by CONCOR shall be published or made known separately in the catalogue for the respective auction or online auction.

- 1.2. The intending bidders have to contact the Auctioneer being M/S MSTC LIMITED, JEEWAN VIKAS BUILDING 30-31 A, ASAF ALI ROAD, NEW DELHI-110002) to participate in the E-Auction.
- 1.3. All the Bidders need to register with GST and copy of certificate referring GST Registration Number and any other document as per requirement of Auctioneer needs to be submitted with AUCTIONEER for updating Bidder's Registration details. AUCTIONEER/Seller will not be liable to issue any Sale Order/Delivery Order/Invoice etc. wherever GST Registration Number is not submitted.
- 1.4. The sale is done through e-Tender cum e-Auction method. In case of e-Tender interested buyer can submit their bid through e-Tender only once. Buyers/ Bidders may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender.
- 1.5. ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON WEBSITE www.mstcindia.co.in (AUCTIONEER).
- 1.6. Though a facility is provided to bidders to select a category in the live auction floor; however, bidders/buyers, in their own interest are advised to go to live e-auction floor, after selecting "all categories"

SELLER/AUCTIONEER will not be responsible for any oversight in selecting the category in live e-auction/lot on the part of bidders/buyers.

- 1.7. 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.
- 1.8. 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 (AUCTIONEER)/Seller at least one working day prior to the e-auction. No intimation in this regard will be entertained after the e-auction goes on live floor. No complaint, grievance or dispute from any bidder regarding any variation will be entertained by the Seller/Auctioneer.
- 1.9. The bidder should possess appropriate licenses as required by the concerned Authorities prior to bidding wherever applicable. Non availability of proper license/permit/clearances at the time of bidding has the effect of immediately disqualifying the bidder from participating in the e-auction and no complaint or grievance regarding such disqualification will be entertained by the Seller/ Auctioneer, whether or not such license/permit/clearance/etc. is acquired at a later stage or not.

2. VALIDITY OF THE BIDS:

- 2.1 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 the Seller within stipulated period, the bidders have option to take refund of Security Deposit (SD) or may take the delivery of cargo.

3. PAYMENT OF SECURITY DEPOSIT (SD) AND RESULT OF AUCTION:

- 3.1 The successful bidders shall submit Security Deposit (SD) 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 calendar days** of e-auction/Lot being declared SOLD including the date of declaration of result by AUCTIONEER. **The SD must be @25% of sale value quoted (excluding GST) against each lot.** Upon receipt of SD within the time prescribed by CONCOR, a detail of such payments shall be provided to AUCTIONEER. Sale Order/Acceptance Letter will be issued by AUCTIONEER only after confirmation of FINAL Result from CONCOR.
- 3.2 The SD 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 Sale Order/Acceptance Letter is issued by AUCTIONEER on behalf of CONCOR.

4. FINAL PAYMENT:

- 4.1 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 calendar days from the date of Sale Letter/Order issued by AUCTIONEER (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).

- 4.2 In case the last 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.
- 4.3 Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter.
- 4.4 Any variation in GST or other relevant tax and any fresh statutory levies will be borne by the bidders/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.
- 4.5 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 SD will be taken against the bidder.
- 4.6 **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 balance sale value (including taxes as applicable), maximum up to 14 calendar days after the expiry of allowed time period for payment (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 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.

5. DELIVERY OF THE GOODS SOLD:

- 5.1 On receipt of full payment by CONCOR and service charge by M/s MSTC Private Limited (AUCTIONEER), delivery order shall be issued by AUCTIONEER with a duplicate copy to CONCOR. The delivery will be given from Monday to Friday during normal working hours i.e. 10:00 hrs to 18:00 hrs. The delivery will not be effected on Saturdays/Sundays and Gazetted holidays or holidays observed at the Terminal. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time i.e. 18:00 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.
- 5.2 **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 (seven) working Days from the date** of Delivery Order issued by AUCTIONEER (including date of issuance of Delivery order). On the basis of delivery order, CONCOR will issue gate pass for the particular lot.
- 5.3 Bidders 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 the site/container within the specified time limit, failing which TSC will be charged from bidder @ **(*to be specified) 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 calendar days along with GST or other relevant taxes. Such TSC shall directly be deposited to CONCOR by bidder either through online mode or through Bank Draft. If bidder does not lift the cargo even after expiry of 60 days grace time, the sale shall 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. However, the concerned Area Head of CONCOR can relax this condition as deemed fit at the sole discretion of CONCOR. **(*Note:- Terminal wise TSC to be specified @40% of loaded TSC applicable for the respective terminals).**

*** 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.**

- 5.4 The successful bidder shall produce the copy of AUCTIONEER issued 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 terminal premises on production of a Gate Pass issued from the respective terminal.
- 5.5 The representatives of CONCOR and Security Agency in the presence of the purchaser will jointly witness delivery of the material. In case any variation is noticed with regard to quantity/weight/quality, etc. w.r.t. goods being delivered vis a vis the details mentioned in Auction Catalogue, then CONCOR shall in no case be responsible for any variation and shall not under any circumstances entertain and make good the deficiency.
- 5.6 In case the Bidder intends to take the containers with cargo for De-stuffing, at their premises instead of de-stuffing the cargo at terminal then the applicable rules regarding tariff and other policy pertaining to factory de-stuffing will be applicable.

6. GENERAL TERMS & CONDITIONS:

- 6.1 All the materials are offered for sale on "**AS IS WHERE IS BASIS AND NO COMPLAINT BASIS**". 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. Bidders/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/ AUCTIONEER. The material offered for sale can be inspected during 10:00 AM to 04:00 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. as the details of the cargo are provided as per

IGM message of ICEGATE. Bidders are not allowed to take the sample from the lot.

- 6.2 Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate and on the basis of IGM message of ICEGATE. However, the actual quality and quantity may vary. The material as offered has to be lifted by the buyer. No dispute in respect of size, measurement, number, weight will be entertained.
- 6.3 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.

6.4 **FORCE MAJEURE:**

- 6.4.1 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.
- 6.4.2 A Force Majeure clause does not excuse a parties/bidder's non-performance entirely, but suspends it for the duration of the Force Majeure.
- 6.4.3 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 and the period of delivery shall automatically be extended accordingly.
- 6.5 The decision of ED/Area 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 SD/Final payment/Lot rejection/acceptance in respect of e-Auction not specifically dealt with in the special terms and conditions of Auction sale. The concerned Area Head of CONCOR is authorised to modify any of the terms and conditions of this Auction document.
- 6.6 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 AUCTIONEER. The Material List & STC displayed under View Forthcoming Auctions on AUCTIONEER's e-Auction Website are tentative and subject to change at AUCTIONEER'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. AUCTIONEER 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.

- 6.7 Bidders 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.
- 6.8 CONCOR 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. CONCOR 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. CONCOR 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.
- 6.9 The Bidder's 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/terminal premises. They shall not touch any material except those materials 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.
- 6.10 **DISPUTES:** In case of any dispute, the same would be governed by Arbitration and Conciliation Act 1996 and as amended from time to time. 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.
- 6.11 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.
- 6.12 In case of accidents etc. to the bidder/labour/or his representatives CONCOR/AUCTIONEER 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.

- 6.13 CONCOR/AUCTIONEER will not be liable for any claim and bidder shall keep CONCOR/AUCTIONEER fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
- 6.14 No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the seller premises. The decision of the CONCOR's Officer or his authorized representative shall be final in this regard.
- 6.15 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.
- 6.16 The material will remain CONCOR's property unless and until all the conditions of sale are fulfilled. The mere payment of the purchase value 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.