

**CONTAINER CORPORATION OF INDIA LTD**, (A Govt. of India Undertaking. Ministry of Railways), 5<sup>th</sup> Floor, new Administrative building, Central Railway,D. N. Road, Mumbai-400001, Phone No. 022-22622053/54. Website: [www.concorindia.co.in](http://www.concorindia.co.in).

Name and Email: Harshwardhan Gautam, Sr.Mgr.

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**E-AUCTION CONDUCTED BY:** (M/s. MSTC Ltd. , 607-608 Raheja Centre, Nariman Point, Mumbai – 400 021. Website: [www.mstcecommerce.com](http://www.mstcecommerce.com), Name & Email-

1. Rupali Pandey, Asst. Mgr, Email [id-rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in), Mobile no.-9458704037

### 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	ICD Mulund : 28.04.2022 to 04.05.2022
	Time for Inspection from 10:00 Hrs to 16:00 Hrs.
Venue Of Inspection	<b>CONCOR ICD-Mulund</b> : Mulund Goregaon Link Road, Near Mulund Goods shed (Railways), <u>Mulund (East)</u>  Mumbai 400 081 Phone No. 022- 25637765/ 60
Online Auction date	09.05.2022 (details available on <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> )
Online Auction Result	The Provisional Result of the auction will be displayed on website ( <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> ) on 09.05.2022 or later

List of cargo put up in Auction									
Sr. No	Lot No.	Container No.	Size	Date of Arrival	Cargo Description	Gross Weight (Apprx.)	Applicable GST in %	No of Packages	Special Remarks
1	2021-22/12	MLCU4521401	40	15.04.1999	Synthetic Rags	17710	As applicable		Bidder should possess DGFT Licence
2	2021-22/13	MLCU4572498	40	15.04.1999	Synthetic Rags	15370	As applicable		Bidder should possess DGFT Licence
3	2021-22/14	GSTU6513623	40	15.04.1999	Synthetic Rags	16370	As applicable		Bidder should possess DGFT Licence
4	2021-22/15	GSTU8204650	40	15.04.1999	Synthetic Rags	18460	As applicable		Bidder should possess DGFT Licence
5	2021-22/17	GSTU7894904	40	18.06.1999	Used Garments	23780	As applicable		Bidder should possess DGFT Licence
6	2021-22/18	CRXU4404035	40	23.08.2000	Used Wooden Skids	7170	As applicable		Bidder should Obtain PQ NOC
7	2021-22/19	TPHU4771444	40	23.08.2000	Used Wooden Skids	5190	As applicable		Bidder should Obtain PQ NOC
8	2021-22/20	SIIU4012960	40	23.08.2000	Skids Recycled Used wooden packing material	9370	As applicable		Bidder should Obtain PQ NOC
9	2021-22/21	TRIU5595115	40	12.10.2000	Recycled Used wooden packing material	8680	As applicable		Bidder should Obtain PQ NOC
10	2021-22/22	TRLU4676921	40	23.10.2000	Skids Recycled Used wooden packing material	6870	As applicable		Bidder should Obtain PQ NOC
11	2021-22/23	SIIU4015403	40	23.11.2000	Skids Recycled Used wooden packing material	8830	As applicable		Bidder should Obtain PQ NOC
12	2021-22/28	SIIU4013632	40	13.03.2001	Charity Goods (medication, used clothing. Footwear, Dry Goods	10470	As applicable		Bidder should possess DGFT Licence
13	2021-22/29	SIIU4017094	40	21.03.2001	Donated Relief Goods (Used Clothing)	9470	As applicable		Bidder should possess DGFT Licence
14	2021-22/31	SIIU4014388	40	14.04.2001	Donated Relief Goods (Used Clothing)	5310	As applicable		Bidder should possess DGFT Licence
15	2021-22/32	GSTU7641296	40	08.05.2001	Old Woollen Rags	14160	As applicable		Bidder should possess DGFT Licence
16	2021-22/35	MAEU8329005	40	06.12.2002	Used Clothes and Wool	23660	As applicable		Bidder should possess DGFT Licence
17	2021-22/36	MSKU8468375	40	18.11.2004	Worn/used Clothing completely fumigated	27390	As applicable		Bidder should possess DGFT Licence
18	2021-22/37	TCKU9163817	40	18.11.2001	Old Rejected Clothing	25530	As applicable		Bidder should possess DGFT Licence
19	2021-22/38	MSKU8504718	40	23.12.2006	RICOH with Binder & Stand	10350	As applicable		The Bidder should possess permission to recycle Metal scrap from concerned State/Central PCB

20	2021-22/44	MAXU2085968	20	01.01.2001	Old & Used Garments	2790	As applicable		Bidder should possess DGFT Licence
21	2021-22/45	TGHU0416320	20	12.12.2009	Old Clothes & personal Effects	2950	As applicable		Bidder should possess DGFT Licence
22	2021-22/050	Loose LCL Cargo		10/06/2010	BAGGAGE/ GLASS TABLE TOP	9170	As applicable		Bidder should possess the DGFT Licence
23	2021-22/051	Loose LCL Cargo		19/06/2012	KNITTED FABRIC	7720	As applicable		
24	2021-22/052	Loose LCL Cargo		17/10/2012	CUTLERTY ITEM / WATCH	20090	As applicable		
25	2021-22/053	Loose LCL Cargo		03/04/2013	GLASSWARE AND OTHER GIFT ITEMS	19870	As applicable		
26	2021-22/054	Loose LCL Cargo		12/04/1998	MERCEDES VEHICLE	1570	As applicable		
27	2021-22/055	Loose LCL Cargo		25/01/1999	1 PC POP CORN MACHINE	70	As applicable		The bidder should possess permission to recycle metal scrap from concerned State/Central PCB
28	2021-22/056	Loose LCL Cargo		24/08/1999	VINYL SHEETS	2960	As applicable		The bidder should possess permission to recycle plastic scrap from concerned State/Central PCB
29	2021-22/057	Loose LCL Cargo		12/12/1999	OLD USED AND UNSERVICEABLE PRINTING MACHINE WITH SPARE ROLLERS-MAKE - AKIRA SEISAKUSHO CO JAPAN MOUNTED WITH MITSUBISHI FREQROL-E, VARIABLE FREQUENCY INVERTER DRIVE - MACHINE MODEL NO.18EF-1R, MACHINE NO.820-A250-MFG DATE-JUNE 1983	1265	As applicable		The bidder should possess permission to recycle metal scrap from concerned State/Central PCB
30	2021-22/058	Loose LCL Cargo		03/03/2000	ENFIELD BULLET MOTORCYCLE 500CC	320	As applicable		
31	2021-22/059	Loose LCL Cargo		28/07/2000	SPOOLS COLD DRAWN BRASS COATED HIGH CARGO STEEL	4910	As applicable		
32	2021-22/060	Loose LCL Cargo		17/05/2000	PASSANGER CAR	1250	As applicable		
33	2021-22/061	Loose LCL Cargo		13/01/2001	VEHICLE	1760	As applicable		
34	2021-22/062	Loose LCL Cargo		02/08/2001	USED VEHICLE TOYOTA - MARINO	1110	As applicable		

35	2021-22/063	Loose LCL Cargo		13/03/2001	VEHICLE ISUZU-DUBAI V09E-7594	2120	As applicable		
36	2021-22/064	Loose LCL Cargo		21/04/2001	HOUSEHOLD GOODS-KAWASAKI BIKE	520	As applicable		
37	2021-22/065	Loose LCL Cargo		05/04/2008	TEXTILES / GARMENTS	1010	As applicable		Bidder should possess the DGFT Licence
38	2021-22/066	Loose LCL Cargo		19/02/2010	MINI MOTORCYCLE	20	As applicable		
39	2021-22/067	Loose LCL Cargo		30/03/2011	PORTLAND CEMENT	2850	As applicable		Bidder to fulfil BIS Compliance
40	2021-22/068	Loose LCL Cargo		'26-08-2010	Polyester Knitted Fabrics	9020	As applicable		
41	2021-22/069	Loose LCL Cargo		07-06-1999	Garments	1260	As applicable		
42	2021-22/070	Loose LCL Cargo		04/12/2002	Blanket	3600	As applicable		
43	2021-22/071	Loose LCL Cargo		08/05/2008	Teak Wood	10860	As applicable		
44	2021-22/072	Loose LCL Cargo		06.10.1999	Knitted Pullover	300	As applicable		
45	2021-22/073	Loose LCL Cargo		12.12.1999	Unbranded old & used motors, - two in number	20	As applicable		
46	2021-22/074	Loose LCL Cargo		17.10.2000	Used cloths & Toys	100	As applicable		Bidder should possess the DGFT Licence. BIS for Toys is compulsory.
47	2021-22/075	Loose LCL Cargo		19.01.2001	Personal effects	120	As applicable		Bidder should possess the DGFT Licence
48	2021-22/076	Loose LCL Cargo		19.11.2001	Old & used cloths	310	As applicable		Bidder should possess the DGFT Licence
49	2021-22/077	Loose LCL Cargo		03.10.1997 & 01.07.1998	Garments	2150	As applicable		
50	2021-22/078	Loose LCL Cargo		29.05.1998 & 23.03.1999	Garments	3120	As applicable		
51	2021-22/079	Loose LCL Cargo		05.04.1999	Engineering Goods	2290	As applicable		
52	2021-22/080	Loose LCL Cargo		26.08.2006	Garments	900	As applicable		
53	2021-22/081	Loose LCL Cargo		19.11.2009	Garments	1110	As applicable		
54	2021-22/082	Loose LCL Cargo		22.09.2000	Fabrics	3830	As applicable		
55	2021-22/083	Loose LCL Cargo		27.03.1999	Colour Print	1350	As applicable		
56	2021-22/084	Loose LCL Cargo		09.10.2000	Fabrics	870	As applicable		
57	2021-22/085	Loose LCL Cargo		25.03.2011	Garments	1680	As applicable		

58	1152	CRXU3024175	20	04/09/2007	TEAKWOOD ROUNDLOGS & ONE PAPER ROLL	3180	18%		NOC from PQ Dept & Forest Pass should be obtained by Bidder
59	VR-013	Loose LCL Cargo		22/08/2008	Milscale Dust (M.S) Exports Goods	4290	18%		
60	8	Loose LCL Cargo		08/04/2011	1 BUNDLES STC STEEL CHANNEL 2MTS & FITTINGS- IRON CHANNELS 200 x 10 x10	12	18%		
61	Dom 2021- 22/004	Loose scrap/used cargo			Filters Old & used Scrap (1000 Kg). Rubber Hose pipes Old used (1000 Kg) Metal Old used Spare parts (2000 Kg)	4000 Kg	18%		

**For ICD Mulund, Mumbai online payment details of CONCOR are:**

Beneficiary Name : - CONTAINER CORPORATION OF INDIA LTD.  
Beneficiary A/c No. : - 50200010863349.  
Beneficiary Address : - NEW ADMINISTRATIVE BLDG, 5<sup>TH</sup> FLOOR  
D.N. ROAD, MUMBAI 400 001  
Bank : - HDFC BANK.  
Beneficiary Bank Branch : - Nanik Motwani Marg, FORT, MUMBAI.  
Beneficiary Bank IFSC Code : - HDFC00000060.

## **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 M/s MSTC Limited being E-service provider to participate in the E-Auction. The details are given in page 1 above.
- 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.mstcecommerce.com](http://www.mstcecommerce.com) (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/approved excluding 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.

- 3.1.1 **Lots subject to conditional NOC Successful bidders will be given 90 days for getting requisite NOC's from respective regulatory authorities. 90 days period will start from the date of submission of SD (25% of Sale value). If the bidders fails to submit the requisite NOC's within prescribed time limit of 90 days, the lot will automatically stand cancelled and will be included in next auction. Further, 5% of sale value will be forfeited and the remaining SD of 20% will be refunded. In case, if the bidder submits the requisite NOC within the prescribed time limit, then 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 submission of requisite NOC**

- 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 affected 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 @ 40% of loaded TSC **per TEU and per Lot as applicable for the respective terminal (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.
- 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. Bidders are not allowed to take the sample from the lot.
- 6.2 Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate. 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 **Mumbai** 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.