

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:29-06-2022 to 29-06-2022 Time: from 10.00 hrs to 16.00 hrs</p> <p>Place: ICD/MORADABAD</p> <p>Container Corporation of India, Inland Container Depot, Loco shed , Moradabad-244001 Contact No. 8171111286</p> <p>Date: 28-06-2022 Time: from 10.00 hrs to 16.00 hrs</p> <p>CTKR, Majerhat Terminal :CTKR, Majerhat Terminal, P-144 Remount Road, Kantapukur, Kolkata – 700088, West Bengal</p> <p>Date: 27-06-2022 Time: from 10.00 hrs to 16.00 hrs</p>

	<p>Shalimar Terminal, ARM Building, Gr. Floor, Shalimar, Howrah – 711103. West Bengal Date: 27-06-2022 Time: from 10.00 hrs to 16.00 hrs</p> <p>Place: ICD/KKU (JAIPUR) - Container Corporation of India Ltd., Inland Container Depot, Kanakpura, Jaipur. Phone: 0141-2405800, 9001535333 Date: 25-06-2022 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, 8128663117 Date: 24-06-2022 Time: : from 10.00 hrs to 16.00 hrs</p>
Online Auction date	30-06-2022
Online Auction Result	The Provisional Result of the auction will be displayed on website (_(www.mstcecommerce.com) on 30-06-2022 or later

Sr.no.	Lot no.	Container no.	Sz	Date of arrival	Cargo Description	Gross Wt. as per IGM	No. of Pkgs	Remarks
1	1	PONU7177436	40	06-02-2015 13:14:00	Paper Cup Machine Automatic Paper Cup Forming Machine a) Item Code: SPC-12 (4 No's) Make : Swastik Paper Convertors Delhi (India), b) DS-A12 (4 No's) Capacity : 65/80/100/130ml	11.6	8	
2	2	TCNU5805657	40	02-05-2018 00:28:00	Materials : a) Aluminium fabricated structure of various sizes, b) Synchronous Motor (50 Pcs) Type : TYC-50, AC200-240V 50/60Hz≥ 4w, 1.5r/min CW/CCW , c) Clamp , d) Mirror Disco Ball (24 No's), e) Trolley Stand (02 No's), f) Plastic Paper Streamer (25 Kgs), g) Paper Streamer (12 Boxes), h) Big Bubble Machine (08 Ctns),	11.73		
3	3	SIIU2045630	20	16-10-2010 06:54:00	Household Goods & Items (Deteriorated/ Water affected), Remark : During random inspection goods found wet with foul smell, bugs were noticed & goods have deteriorated. (Unhygienic condition)	7		
4	4	CAXU6464213	20	21-07-2009 20:15:00	Rubber Process Oil in flexi tank (100% leakage) , During examination flexi tank was in damaged condition & it was empty.		1 pkgs	
5	5	TCKU3712777	20	27-03-2019 12:39:00	Electronic Spares of LED Lights , Item : CKD Kit 110W for Street Light, a) Part Name : Trans, Specification : 6012, Total quantity : 20020 Pcs approx, b) Part Name : PCB, Specification : FL - FL12000-C , Total quantity : 28800 Pcs approx, c) Part Name : Case, Specification : Case for 70W (Cover), Total quantity : 30028 Pcs approx, d) Part Name : EL- Capacitor, Specification : 50V/ 470 VF.ZLH, 10000 Hr (12.5*20), Total quantity : 30000 Pcs approx, e) Part Name : LED Light head cover, Specification : 3*5, Total quantity : 46,800 Pcs approx, f) Part Name : Contration tube. Total quantity : 18765 Pcs approx, g) Part Name : Contration tube, Specification : Contration tube 28 Pie, total quantity : 25930 Pcs approx, H) Part Name : Case , Specification : Case for 11ow,140w (cover) , total quantity : 28960 pcs approx, I) Part Name : Heat Sink , Specification : DH23A , 20MM, Total quantity : 39792 pcs approx	9.26		

6	6	APLU9941218	40	23-05-2011 12:30:00	Hosiery Rags Packed in compressed bales. condition is not good	20.09		Fumigation required
7	7	TGCU2134287	20	10-07-2020 06:55:00	Used Article /Goods , Medical equipments & accessories, a) Old & Used Dialysis machine (05 No's), Type : 5008s, Made in Germany, b) AquaBplus Water Purification System, c) Portable Air Conditioner, d) Nitrocare Chair (03 No's), e) Granumix 5075, f) Celfrost Refregirators, g) Trolleys, Drawer & Chair	2.89		DGFT import authorisation
8	8	AMFU8495804	40	29-12-2010 12:49:00	Old & Used Machinery Control Panel, MS Structural Panel, Roller, Laminate dies switch, Wooden steps coated angles & machinery accessories & spare Parts	20		
9	9	ILCU5216080	20	23-04-2020 16:21:00	Rock Salt Lumps	27.06		
10	10	ILCU5238109	20	23-04-2020 16:25:00	Rock Salt Lumps	27.06		
11	11	CMAU3151807	20	17-08-2019 15:45:00	Old & Used Printing Machine, Make : Heidelberg	10.27		
12	12	PMLU2016470	20	10-04-2021 03:48:00	Personal Effects : Old & used household goods, Used cloths, Artifical flower pot, Blanket, Quilt, Boss portable blender, Iron, Walther glass, Hand bag, fabric, quilt cloths, iterbal shampo, portable fan, Towel, SS utensil, casserole, Tool set, Glass tray, bag pouch, Jug, Comp, Documents, Braun hair straightner, facial cream, pressure cooker, Tooth brush, Memory room contour pillow, NHE 800 super, Mini digitalsatellite receiver, Strala designer lamp, Shuttlecock kitchen knife, Clock table, Wet cloth duster artificial flower, Compass box with colour pencil / Pen, Ikea 365 vardefull, brown paper roll, Bag, Power wash car 1700 (compact pressure washer) , House carpet, Lack MDK bound, Blanket, Quilt, food Stuff (Tang, Chocolates, Biscuits, Jam, Cashewnuts, Tango juice powder, Milk powder, tea powder, Pepper, Clove seeds,), Tiger Balm, vaseline, blanket, tea kettle, Crome plated tray, utensils, used cloths, glass, thermus, Ceramic bowl, water bottle, Citrus Juiter cookware set, paper roll, Curtain, Bedsheet, Shampoo, Frying pan, Perfume, Wooden cabinut drawer, Jug, Soap, Curtain clip, Kitchen Knife, Utensil, Hand Bag, Bay leaves, Prestige nonstick cookware (7pcs set), Shawl, Plastic Box, Wall painting brush, Shoe, Dates, Carpet rolls, toys, kids shoe, lights, cable,	4.9		

					Jhumers, Exhaust fan, Slippers, Document, facial cream, taperecorder, plastic hangers, cable, Gas Stove, plastic wire rope, kettle utensil, Sarees, Facial Kit, MS Cloth charger, Table tennis bat ball, Batminton rackets, Cloth, Sponse folding stool, Plastic folding stool, plastic hanger, shoe, balls, Remote, Ceramic Cup, Mugs, Glass tray, plastic hanger, Tray, Samsung Crystal 4K Dual LED Crystal UHD 8 Series, mansa meat grinder, Iron, Maple Luxury Bed cover (4pcs), Keyboard, Electrical Led Light & socket Floor Carpet, Air Pump, Fam, Wall hanger, Face mask, Gauge Swab, Latex Gloves, Blankets, Hanging bell, Plastic fruits, Ladies purse, Cooking utensils, Wax candle, Led Lights, Hair Brush, Gas hose pipe, teddy bear, spoons, Photo album, IKON Smart TV, IK-E32 DMS, Presitige non sticky cockware (11 Sets) , heater fan, Emergency Light.			
13	13	TCKU3201653	20	10-08-2011 00:02:00	Seamless Steel Cylinder: Empty 46.7 Seamless Steel Cylinder without valve & cap , Batch No : Y4716, S/N : B031016, Print on Cylinder, IS7285-2, JD O ₂ BO310161S7285-2 Re700MP Q.T.AMBAAL, CM/L 4013938 TP 250 FP150, W :52.9 Kg, V :46.7 L, S5.O 07/2011, Made in China	21.6		
14	14	TGHU2762147	20	11-01-2013 00:34:00	Construction gravel (Small Stone/pebbels), Packed in Jumbo bags	24.06		
15	15	APZU3993986	20	17-06-2019 16:52:00	MS Clip for Pad & Files (Rusted)	14.57		
16	16	TCLU6575187	40	17-08-2017 20:40:00	Leather Hides Condition of the cargo is not good.	8.5		
17	17	TGHU8374452	40	30-12-2013	E-RICKSHAW IN CKD CONDITION	10.61	LOOSE	
18	18	TRHU2876877	20	31-12-2015	MACHINE-PARKER SPECS:LL2C-50	2.51	LOOSE	
19	19	SUDU7347623	20	09-08-2012	MIX HOUSE HOLD ITEMS AS FOLLOWS: BABY BLANKET- 115 PCKGS(APPRX), EACH HAS 20 PCS, CLOTH FABRIC(MUSLIN)- 8 BOXES(APPRX), 64 PCS APPROX, BABY BED SHEET-9 BOXES, EACH HAS 6 PCS, EMPTY CARTONS- 9 BOXES, EACH ASH 20 SMALL BOXES, BLANKET SET- 15 SETS, WOODEN FRAME SEOF 5 PCS, SOFA- 1 NO., CASE- 1 NO., DECORATIVE ITEMS- 1 NO., BABY GIFT SET- 30 PCS, MONITOR USED- 4 NO., BOX OF USED BOOKS -2 NO., CPU WITH ACCS- 1 NO., BED ROOM ITEMS- USED CLOTHES - LAMPS- 1 SET., MICROWAVE-1 NO./., TABLE -1 NO., TABLES- 2 NO., , WOODEN FRAME SET -1 NO., SOFA CHAIR -1 NO., CABINET 02 NO., SHEETS PAPER, DIGITAL RADIO -1 NO., CAMERA 1, FAX-1 NO, SPEAKER-1 NO., CHAIRS- 5 NO., EXPIRED COSEMETICS AND FOOD ITEMS, USED RMG - 30 PCS, PAINTING- 1NO., JUICER -1 NO., KITCHEN USED ITEMS SUCH AS UTNESILS AND	3.8		

					CROCKERY IN2 PCKGS, USED RMG-1 NO.			
20	20	TCLU1852817	40	18-06-2018	E-GLASS CHOPPED STRAND MAT GRADE C	17.99	LOOSE	
21	21	ESPU8043501	40	25-02-2016 20:56:00	cable wire (PVC CO AXIAL)	16.29	LOOSE	

DSO at TKD

Sr. No.	Lot no	Container No	Size	Approx Wt. in kgs
1	1	CXNU2225481	22	2100 Kgs
2	2	CXNU2219869	22	2100 Kgs
3	3	CXNU2228665	22	2100 Kgs
4	4	CXIU2213637	20	2100 Kgs
5	5	ILCU6511938	20	2100 Kgs
6	6	ILCU6500872	20	2100 Kgs
7	7	CXNU2221146	22	2100 Kgs
8	8	CXNU2224741	22	2100 Kgs
9	9	CXNU2226220	20	2100 Kgs
10	10	CXNU2224042	22	2100 Kgs
11	11	CXNU2227289	22	2100 Kgs
12	12	CXNU2229810	22	2100 Kgs
13	13	CXNU2223283	22	2100 Kgs
14	14	CXNU2228500	22	2100 Kgs
15	15	CXIU2212878	20	2100 Kgs
16	16	CXNU2228794	22	2100 Kgs
17	17	CXNU2224335	22	2100 Kgs
18	18	CXNU2229888	22	2100 Kgs
19	19	CXNU2212210	20	2100 Kgs
20	20	CXNU1221265	20	2100 Kgs
21	21	ILCU5015403	20	2100 Kgs
22	22	CXNU2231458	22	2100 Kgs
23	23	ILCU6503763	20	2100 Kgs
24	24	ILCU5020884	20	2100 Kgs

DSO at PHDL

Lot no.	Container no.	Date of Manufacturing	Type	Loaction
25	NSLU2006315	9/28/1994	SAC	PHDL

Technical Material

Lot No.	Description of material	Quantity	Unit	Location
1	Empty metallic drum	240	Nos.	RTG/RST Maintenance Point
2	Empty plastic drum	22	Nos.	RTG/RST Maintenance Point
3	Partially filled used oil metallic drum	75	Nos.	RTG/RST Maintenance Point
4	Partially filled used oil plastic drum	15	Ltrs.	RTG/RST Maintenance Point
5	Old tubeless tyres 18x25	334	Nos.	RTG/RST Maintenance Point
6	Old tubeless tyres 16x25	8	Nos.	RTG/RST Maintenance Point

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/MBD(Moradabad)

Sr. no.	Container no.	Sz	Date of Arrival	Commodity	Wt.
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.

Area-IV

S.N	Container No	Size	Lot No.	Item	Terminal
1	CXNU2229635	22HC	1	Damage empty container	CONCOR CTKR Terminal, Majerhat, P-144 Remount Road, Khidderpore, Kolkata – 700088, West Bengal
2	CXNU2223874	22HC			
1	CXNU2223792	22HC	2	Damage empty container	CONCOR CTKR Terminal, Majerhat, P-144 Remount Road, Khidderpore, Kolkata – 700088, West Bengal
2	CXNU2219004	20OT			
3	CXNU2218435	20EO			
1	ILCU5014876	20EO			
2	CXNU2221125	22HC			
3	ILCU6511331	20SA			
4	NSLU2000071	20EO			
5	CXNU2221444	22HC			
6	CXNU2225687	22HC			

7	CXNU2215462	20EO	1	Damage empty container	CONCOR Shalimar Terminal, ARM Building, Ground Floor, Shalimar, Howrah - 711103
8	ILCU6505940	20SA			
9	CXNU2225835	22HC			
10	CXNU1230014	22HC			
11	CXNU2229698	22HC			
12	ILCU5013627	20EO			
13	CXNU2227930	22HC			
14	CXNU2214867	20EO			

FOR PAYMENT DETAILS (EASTERN REGION)

NAME OF ACCOUNT HOLDER	NAME OF BANK	IFSC CODE	Account Numbers	Customer Code	Customer Name	E- Mail ID1	MobileNo	Location of the Terminal
CONTAINER CORPORATION OF INDIA LTD EASTERN REGION	HDFC BANK	HDFC0004989	CONEROCFS	CFS	Abhijit Sinha	Abhijit.Sinha@concorindia.com	9163390948	CFS- Majerhat, Kolkata
CONTAINER CORPORATION OF INDIA LTD EASTERN REGION	HDFC BANK	HDFC0004989	CONEROSHMH	SHM	Prashant Sinha	prashantsinha@concorindia.com	9163390923	Shalimar, Howrah, West Bengal

ICD/KKU

ICD/KKU (JAIPUR)				
SR NO	LOT NO	CONTAINER NO/CARGO	NO OF PKT/SZ	COMMODITY DESCRIPTION
1	2	LOOSE CARGO	27	FILLED & PARTIALLY FILLED OIL DRUMS -quantity 27 nos
2	3	ILCU5026959	20EO	CONCOR OWN DAMAGE CONTAINER
3	4	CFLU2131809	20SA	CONCOR OWN DAMAGE CONTAINER
4	5	CXNU2222841	20HC	CONCOR OWN DAMAGE CONTAINER
5	6	CXNU1224829	20SA	CONCOR OWN DAMAGE CONTAINER

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.

ICD/DDL

S.NO	LOT NO.	CONTAINER NO.	SIZE	DATE OF ARRIVAL	CARGO DESCRIPTION	GROSS WT.	CUSTOMS REQUIREMENT/C COMPLIANCE TO BE DONE BY THE BIDDER BEFORE GETTING OUT OF CHARGE
1	1	TCLU5907538	40	13-09-2020	POLYESTER KNITTED FABRIC	15800	Textile committee report required
2	2	TLHU2380504	20	09-03-2021	PERSONAL EFFECTS	2480	NA
3	3	MOTU0761473	40	31-10-2011	POLYESTER BLANKET	7170	NA
4	4	TCNU7860015	40	31-10-2011	POLYESTER BLANKET	6720	NA

TLHU2380504-40 (Details of Personal Effects)

S.NO	DESCRIPTION OF ITEMS	QNTY.
1	Round Table	7
2	Table Cover	20
3	Frills	4
4	Wok	5

5	handi	6
6	Laddle	15
7	Wooden rack	2
8	Rack	3
9	Chiller	1
10	Freezer	1
11	Wooden cabinets	2
12	Wall Paper	1
13	Wall Painting	5
14	Beer machine	1
15	Double sink	3
16	Cloth, curtain	15
17	Spoon	200
18	Cuttlery	50
19	Glasses	24
20	bowls	150
21	Plates	300
22	Cambro	3
23	Jugs	10
24	Steel tables	2
25	Roti warmer	2

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**.

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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.