### .CONTAINER CORPORATION OF INDIA LTD

Inland Container Depot, Tughlakabad, New Delhi- 110044

Tel: 011-26368083, Fax:011-26368085

Web Site: <a href="www.concorindia.co.in">www.concorindia.co.in</a> Email: tkd.auction@concorindia.com

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**AUCTION CONDUCTED BY: M/s MSTC Limited,** 

Jeewan Vikas Building, 30-31 A, Asaf Ali Road, New Delhi-110002 Tel:011-23211679

E-mail: rpandey@mstcindia.co.in 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	Place: ICD/TKD(TUGHLAKABAD)  Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020. Contact No- 9560597207  Date: 28-07-2023 to 29-07-2023  Time: from 10.00 hrs to 16.00 hrs
	CTKR/Majerhat Terminal, P-144 Remount Road, Kantapukur, Kolkata – 700088, West Bengal, Contact:8128663109 / TM-CTKR Date: 27-07-2023 Time: from 10.00 hrs to 16.00 hrs  Shalimar Terminal, ARM Building, Gr. Floor, Shalimar, Howrah – 711103. West Bengal, Contact: 9163390923 / TM-SHM Date: 27-07-2023 Time: from 10.00 hrs to 4.00 hrs

	Place: DCT/PHILLAUR Container Corporation of India Ltd, Domestic Container Terminal Opp. Phillaur Railway Station, Phillaur – 144410.  Date: 26-07-2023 Time: from 10.00 hrs to 4.00 hrs
Online Auction date	31-07-2023
Online Auction Result	The Provisional Result of the auction will be displayed on website (_(www.mstcecommerce.com) on <b>31-07-2023</b> or later

# ICD/TKD

S. No.	Lot	Container No.	Sz	Date of		Cargo		
3. NO.	no.	Container No.	32	arrival	Cargo Description	Wt.	No. of Pkgs	Remarks
1	1	MSCU9253475	40	17-06-2015 09:51:00	used Scrap Machinery, Used Cabinets, tables, printer		table-4 Pckgs, Cabinet- 13 Pckgs,lot of multi tier-roll around shop carts,used scrap scrubber-1 no.,used diamtrix printer-1 no., used machine- direct screen exposure system advantage 750	
						3490	and misc Accs Alloy wheel	
2	2	CAIU8541913	40	27-08-2016 16:09:00	Alloy wheel rim, Decorated Ribbons, Wind Chims, PVC Flexible Pipes, Measuring Tapes, Electric Controller for E- bikes/E-rickshaw (NO Certification & Specification Observed on Component), Side Bags, Powder Puff, Connecting Rods. E- rickshaw axel, Bearings in Boxes(Loose), Plastic flowers, Plastic Leafs in Jumbo Bags, Plastic Trees.	23630	rim-190 Pcs, Decorated Ribbon-225 Boxes, Each box Contains approx 200 pcs, Wind Chims- 12 Pckgs, Each having 120 Pcs,PVC Flexible Pipes- 10,000 Pcs Approx, Measuring Tapes-270 Pckgs, Each having 12 pcs., Electric Controller for E-bikes/E- rickshaw (NO Certification & Specification Observed on Component)- 100 Pckgs, each Having 10 pcs, Side Bags- 32 Pckgs, Each having 100 pcs, Powder Puff-25 Pckgs,	

							Each having approx 3800 pcs approx, Connecting Rods-210 pckgs, each having 10 pcs. E-rickshaw axel-75 Pcs Approx, Bearing in Box(Loose)-67 Pckgs,Plastic flowers-21 pckgs, Plastic Leafs in Jumbo Bags- 3 bags,Plastic Trees -4 Pckgs. 1280 pckgs and some Loose	
3	3	BHCU4936199	40	28-08-2016 17:14:00	BABY CHAIR, Measuring Tape,jackets, Photo frames, Vanity Box (Purse), Twitch Button,Playing Cards,ladies Underwear, Distributor Cap, Distributor Rotor	23010	Baby chair- 130 Boxes (Approx.) Containing 14 pcs in 1 Box- assorted Color. Measuring Tape - 280 Boxes Containing 120 pcs Measuring Tape - 48 Boxes Containing 200 Pcs Jackets- Approx 90 Bales Containing 50 Pcs Photo frames- 110 Boxes Containing 36 pcs Vanity Box (Purse)- 8 Boxes	

							Containing 12 Sets Button - 6 Box Containing 100 Packets Playing Cards- 525 Boxes ladies Underwear- 2 Box Containing 200 pcs (Approx) Distributor Cap- 3 Box Containing 100 pcs Distributor Rotor- 1 Box Containing 500 Pcs  Jackets ,Winter Wear	
4	4	INKU6320575	40	09-09-2016 09:26:00	Tooth brush, Decorative Items, Stationary, Garments, Measuring Tapes.	18280	& Garments- 120 Bags - Containing Assorted Color & Sizes. (40 Pcs in Each bag), TOOTHBRUSH 330 Boxes- of Assorted Colour and Sizes, Approx 60 PCS in each Box .Wooden pencil box24 boxes, Containing 240 Pcs in each Box Measuring tape 65 box, Approx Containing 180 Pcs Each, Candles in Boxes ( as per Annexure A)	
5	5	DVRU1575595	20	14-04-2003 10:01:00	Wooden logs, partially infested with termites	7330		PCB, SIMS Required

6	6	FSCU3694835 BHCU3129530	20	14-04-2003 10:12:00 05-08-2011 20:24:00	Wooden logs, partially infested with termites  Empty Cylinder	5390	400 cylinders	PCB, SIMS Required  PESO,BIS,S IMS
8	8	PONU7979719	40	02-11-2014 16:39:00	TOYS CAR FOR KIDS	4500	approx 248 boxes	Required BIS Required
9	9	HDMU6436190	40	19-02-2015 06:06:00	TOYS- Assorted Types & vegetables peeler.	5820	Some Boxes were wet & in Dilapidated Condition. Boxes of Toys- 425 Boxes, Vegetable Peel - 9 Boxes, Each Containing 460 Pcs, 320 Pcs of Toys wre in loose condition	BIS Required
10	10	BAXU5002740	40	30-09-2016 05:34:00	old annd used clothes for recyling . Type mix, condition soiled	27970	Loose	1) FUMIGATI ON CERTIFICA TE 2)Rags to be considered as completel y mutilated should be totally unser- veceabel and beyond repai and this can been sured by applying criteria of three cuts or more, through the entire length of the garment,

								in a cirsscross manner,no t along the seams
11	11	MSKU1848985	40	07-10-2016 04:15:00	Mixed Cargo	21840	***No BIS observed on several Goods*** A) LED light 340box each each roll 50M B) car rear camera 40box each box 100pcs C) Dj light 6+1 box each box 6pcs D) ceiling LED 30 box each box 18pcs E) Day time running lights 8 box each box 50pcs F) fog lights 160 box each box 200pcs G) Gaming joy stick 49 box each box 60pcs H) lamp light 6 box each box 30pcs I) Mobile battery 18 box each box 40 packes each packes 15 pcs J) speedometer 117 box each box 20pcs K) Liner projector light (50w) 1box each box	BIS Required

14	14	FSCU9899200	40	05:30:00 06-07-2017 21:17:00	VEHICLE TOY FOR KIDS- BIKE- BMW LOGO on each bike	4250 4730	315 Pcs	Required BIS Required
13	13	TCLU8917421	40	08-04-2017	VEHICLE TOY FOR KIDS		279 Pckgs	BIS
12	12	EISU9028729	40	08-04-2017 05:27:00	Baby Toy Vehicles	4690	390 Pckgs Approx	BIS Required
12	12	EISU9028729	40		Baby Toy Vehicles			
							10pcs L) Liner projector light	

15	15	CMAU4100635	40	30-04-2018 07:57:00	Crackers, skyshots and stage building material	12980	CRACKERS- SKY SHOTS- 302 PACKGS,BIG SIZE DISCO BALL - 27 PCKGS, EACH HAVING 2 PCS, SMALL SIZE DISCO BALLS, EACH HAVING 4 PCS, LED - 82 PCKGS, EACH HAVING 12 PCS, SKY LATERNS- 4 PCKGS, EACH HAVING 100 PCS,BLACK STANDS- 118 NO., STAND TROLLEY - 8 PCS,1 BOX OF NUTE AND BOLTS, STAGE STANDS- ASSORTED TYPES- 34 NO.,	BIS Required
16	16	TRLU5930368	40	05-03-2019 03:25:00	Kids Toys (Water Gun (Pichkari))	3470	QTY 1000- 70 Boxes, QTY 144- 40 Boxes, QTY 288- 10 Boxes, QTY 480- 8 Boxes, QTY 200- 75 Boxes. Total 203 Box	BIS Required
17	17	FCIU3429391	20	06-05-2020 23:27:00	Wooden logs	21530		PQ, FUMIGATI ON Required
18	18	MSKU2161592	20	16-10-2011 04:36:00	EMPTY CYLINDERS	21110		PESO,BIS,S IMS Required

19	19	FCIU3718183	20	08-06-2013 14:58:00	Polished Marble Slabs Thikness - 20 mm a)115" x 44" = 38 slabs b)115" x 50" = 14 slabs c)115" x 46" = 39 slabs d) 67" x 60" = 31 slabs e) 65" x 60" = 15 slabs f)72" x 81" = 19 slabs g)75" x 100" = 19 slabs Total = 137 Marble Slabs.	22720 Kgs	10 Pkgs	
20	20	KKTU7394681	20	25-06-2013 22:49:00	Cement Concrete hollow rectangular block.	21840 Kgs	1 Lot	
21	21	TCLU8364394	40	30-09-2014 11:17:00	Toaster Oven 2 Slice Toaster Brand: Next Generation Model: Imperial 230V 50/60Hz 750W Designed by Japan 1 Ctn = 12 Pcs Total quantity: 10440 Pcs approx	9160 Kgs	870 Ctns approx	
22	22	HLXU3191638	20	29-08-2019 15:46:00	Liner Alphaliner 1800H Diametre: 590mm / Wall-Thickness: 8,60mm Length: 233,00mm / Total Thickness: 9,10mm Date of Mfg.: 08/07/2019 Mfg. by: Reline Europe AG.	17450 Kgs	4 Wooden Case	
23	23	POCU0504739	20	25-10-2007 22:43:00	1.5V Battery Cells Brand: Kodek Size: AAA 1.5V 1 Ctn = 2160 Pcs 1 Ctn Net Weight: 16 Kgs 1 Ctn Gross Weight: 17 Kgs Expiry Date: 2012	20320 Kgs	1 Lot	BIS/EPRA Required

					Made For England			
24	24	CAIU8050798	40	25-06-2010 02:40:00	Parts of Airconditioner Aluminium Condenser 1 Ctn = 29 Pcs Total quantity : 2262 Pcs approx	8290 Kgs	78 Boxes	Requireme nt of EPRA IN TEREMS OF E WASTE MANAGE MENT RULES
25	25	DRYU9036922	40	13-05-2011 10:51:00	Tyres & Tubes Brand: Roadys Size: 3.00 -17 & 3.00 - 18 Anil Malhotra Ventures Made for India Total quantity: 2550 Pcs approx	11170 Kgs	1 Lot	BIS Required
26	26	SIIU2047274	20	08-08-2011 19:17:00	Seamless Steel Cylinder Print on Cylinder IS7285-2 JD O <sub>2</sub> BO310161S7285-2 Re700MP Q.T.AMBAAL CM/L 4013938 TP 250 FP150 W:51.9 Kg V:46.7 L S5.0 07/2011 Made in China	21270 Kgs	1 Lot	PESO,BIS,S IMS Required
27	27	PONU0671621	20	16-10-2011 06:55:00	Seamless Steel Cylinder Print on Cylinder IS7285-2 JD 0 <sub>2</sub> B0310161S7285-2 Re700MP Q.T.AMBAAL CM/L 4013938 TP 250 FP150 W:51.9 Kg V:46.7 L S5.0 07/2011 Made in China	20870 Kgs	1 Lot	BIS,SIMS Required
28	28	FSCU3572420	20	16-06-2013 14:31:00	MS Seamless Pipe Print on Pipe: 42.5 X 5 APL 5L GR.B Length: 609cm approx	20530 Kgs	1 Lot	SIMS Required

29	29	GATU0829480	20	16-06-2013 14:32:00	MS Seamless Pipe (Rusted) Length: 609cm approx Thickness: 2mm / Die : 4 Cm	19110 Kgs	1 Lot	SIMS Required
30	30	MSKU9507183	40	01-07-2014 07:01:00	Completely Pre- mutilated Rags	23870 Kgs		1) FUMIGATI ON CERTIFICA TE AND 2)Rags to be considered as completely mutilated should be totally unser- veceabela nd beyond repai and this can been sured by applying
31	31	MSKU8293750	40	01-07-2014 07:43:00	Completely Pre- mutilated Rags	22970 Kgs	1 Lot	1) FUMIGATI ON CERTIFICA TE AND 2)Rags to be considered as completely mutilated should be totally unser- veceabela nd beyond repai and this can been sure by applying criteria of there cuts or more, through the entire length of the garment, in a cirss

								cross manner, not along the seams
32	32	TCNU9465806	40	12-12-2014 04:23:00	Twin Tub Washing Machine & Accessories a) Twin Tub Washing Machine (276 Nos) Brand: Texla / Model: WM 60A Weight: 6 Kgs Voltage: 220V-50Hz Month & Year of Mfg: 10/2014 Mfg by: Diamond Entertainment Technologies P Ltd. (India) b) Motor & Accessories (03 Ctns) Spin Motor (05 Nos)	4100 Kgs	279 Ctns	Requireme nt EPRA IN TEREMS OF E WASTE MANAGE MENT RULES
33	33	TGHU6250410	40	13-02-2016 11:41:00	Kids Toys Battery & Without Battery Operated Vehicle for Children Different size, model, colour & design Car, Scooter & Cycle Made in China	13050 Kgs	496 Ctns approx	BIS Required
34	34	TTNU3327551	20	04-11-2008 07:31:00	Chair Damaged and Used Total 52 Box Approx	1255		
35	35	CRXU9089070	40	22-08-2011 19:47:00	Old tyres	19780		BIS Required
36	36	CAIU2638228	20	05-08-2011 03:53:00	EMPTY CYLINDERS(each cylinder wt 51.9kg)	21560		PESO,BIS,S IMS Required
37	37	PCIU1054721	20	11-10-2017 18:19:00	alloy steel	26920		BIS Required
38	38	HLXU6454661	40	01-10-2014 16:06:00	RICE COOKER	8660	730 pckgs approx-1.5 L - 690 PCKGS EACH PCKG HAS 6 PCS, 1.8 L-42 PCKGS	BIS/EPRA Required

39   39   CAIU8439809   40   06-10-2014   LED BULB(NO BIS CERTIFICATION)   7940   987 PCKGS   BIS Requ	,BIS,S ired ,BIS,S ired ,BIS,S
39   39   CAIU8439809   40   06-10-2014   02:33:00   CERTIFICATION)   7940   987 PCKGS   BIS Requ	,BIS,S ired ,BIS,S ired ,BIS,S
39   39   CAIU8439809   40   02:33:00   CERTIFICATION)   7940   Required	,BIS,S ired ,BIS,S ired ,BIS,S
39   39   CAIU8439809   40   02:33:00   CERTIFICATION)   7940   Required	,BIS,S ired ,BIS,S ired ,BIS,S
39   39   CAIU8439809   40   02:33:00   CERTIFICATION)   7940   Required	,BIS,S ired ,BIS,S ired ,BIS,S
40	,BIS,S ired ,BIS,S ired ,BIS,S
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40	BIS,S ired BIS,S ired
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41	,BIS,S ired ,BIS,S ired
41	ired ,BIS,S ired
41	ired ,BIS,S ired
42	BIS,S
42	BIS,S
42   42   MSKU2368620   20   23:39:00   mentioned on Cylinder   20810   Approx   Requ	
20   05.05.2006   18155   To be auction to the licens   Carbon Black   1 Bag Net Weight : 25   Under the licens   Lice	
A 43 GESU3027484 Carbon Black 1 Bag Net Weight : 25 under	
to the licens Carbon Black 43 43 GESU3027484 1 Bag Net Weight : 25	
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Carbon Black N220 Kgs auction	
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Made in China holde	_
under	

47	47	HALU2915506	20	05.05.2006	Carbon Black 1 Bag Net Weight : 25 Kgs	21530 Kgs		Hazarduos waste manageme nt rules 2016 To be auctioned to the license holder under Hazarduos waste manageme nt rules 2016
48	48	TTNU3957000	20	29.05.2006	Carbon Black 1 Bag Net Weight : 25 Kgs	18210 Kgs		To be auctioned to the license holder under Hazarduos waste manageme nt rules 2016
49	49	GLDU3894162	20	25.08.19	Liner Alphaliner 1800H Diametre: 590mm / Wall- Thickness: 7,20mm Length: 114,00mm / Total Thickness: 7,70mm Date of Mfg.: 19/07/2019 Mfg. by: Reline Europe	15280	1 Lot	
50	50	GESU3652500	20	28.08.19	Liner Alphaliner 1800H Diametre: 590mm / Wall- Thickness: 7,20mm Length: 108,00mm / Total Thickness: 7,70mm Dte of Mfg.: 09/07/2019 mfg.: Reline Europe.	15385 Kgs	5 Pallets	
51	51	BEAU2217712	20	25.08.19	Liner Alphaliner 1800H Diametre: 590mm / Wall- Thickness: 7,20mm Length: 114,00mm / Total Thickness: 7,70mm Date of Mfg.: July 2019 Mfg. by: Reline Europe AG.	13800 Kgs	4 Pallets	

52	52	TLLU2450934	20	29.08.19	Liner Alphaliner 1800H Diametre: 590mm / Wall- Thickness: 7,20mm Length: 93,00mm / Total Thickness: 7,70mm Date of Mfg.: 24/06/2019 Mfg. by: Reline Europe AG.	16510 Kgs	5 Pallets
53	53	CPSU1800314	20	25.08.19	Liner Alphaliner 1800H Diametre: 590mm / Wall- Thickness: 7,20mm Length: 93,00mm / Total Thickness: 7,70mm Date of Mfg.: 25/06/2019 Mfg. by: Reline Europe AG.	11670 Kgs	3 Pallets
54	54	HLXU3083654	20	25.08.19	Liner Alphaliner 1800H Diametre: 590mm / Wall- Thickness: 8,60mm Length: 74,00mm / Total Thickness: 9,10mm Date of Mfg. : 10/07/2019 Mfg. by : Reline Europe AG.	12520 Kgs	5 Pallets
55	55	GATU0388528	20	28.08.19	Liner Alphaliner 1800H Diametre: 590mm / Wall- Thickness: 7,20mm Length: 88,00mm / Total Thickness: 7,70mm Date of Mfg.: 25/06/2019 Mfg. by: Reline Europe AG.	15000 Kgs	5 Pallets
56	56	HLBU1040091	20	25.08.19	Liner Alphaliner 1800H Diametre: 590mm / Wall- Thickness: 7,90mm / Total Thickness: 8,40mm Date of Mfg.: 10/07/2019 Mfg. by: Reline Europe AG.	10870 Kgs	5 Pallets
57	57	CAXU3296590	20	25.08.19	Liner Alphaliner 1800H Diametre: 450mm / Wall- Thickness: 5,80mm Length: 299,60mm / Total Thickness: 6,30mm Date of	11570 Kgs	1 Lot

58	58	UACU3902222	20	25.08.19	Mfg.: 21/06/2019 Mfg. by: Reline Europe AG.  Liner Alphaliner 1800H Diametre: 590mm / Wall-Thickness: 7,20mm Length: 100,00mm / Total Thickness: 7,70mm Date of Mfg.: 21/06/2019 Mfg. by: Reline Europe AG.	10280 Kgs	4 Pallets	
59	59	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	2730		DGFT import authorisati on rrequired
60	60	FCIU2022879	20	19-09-2014 07:40:00	DUST STONE	7940		
61	61	DFSU6973680	40	30-08-2018	COOKER HOOD-IKAH	6460	610 PKGS APPOX	
62	62	MSKU8501344	40	05-11-2019	Used Auto Mobile Parts			DGFT,ICAT Registratio n certificate from ARAI
63	63	TEXU2548008	20	15-04-2003	Metal Scrap	2275		Should be sold to recycler only as per NGT/CPCB guidelines.

## **Technical Material**

Sr. no.	Lot No.	Description of material	Quantity	Unit	Location
		Partially			
		filled used			RTG/RST
		oil plastic			Maintenance
1	1	drum	15	Ltrs.	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.** 

## **DCT/PHILLAUR**

## Lot-1

1	ILCU6506844	20SA	ICPH
2	CXIU2224117	22HC	ICPH
3	CXNU2230662	22HC	ICPH
4	CXIU2226275	22HC	ICPH

## Lot-2

1	ILCU4507266	22EO	ICPH

# The brief particulars regarding RTGS are as follows:

Beneficiary Bank Account No.: CONNRO066

Beneficiary Name: Container Corporation of India Limited

Dealer/Customer Code: 66

The Branch Nam and IFSC code as below:-

Bank Name: HDFC Bank Ltd.

Branch Address: Sandoz House ,Worli Mumbai-400018

IFSC Code: HDFC0000240

## **EASTERN REGION**

S.no.	LOT No.	DESCRIPTION OF MATERIAL	TOTAL QUANTITY (approx)	TERMINAL & Adress
		Used/old RSTs Tyre	(арргох)	TEINIMAL & AUTESS
1	1	(size 18.00x25)	81 Nos	
2	2	Used /old Engine Oil	1146 Ltr. Approx (8nos Drums)	
2	3	Used/old Hydraulic Oil	2349 Ltr Approx (12 nos drums)	CTKR Terminal, Majerhat, P-144
4	4	Used /old Gear Oil	651 Ltr Approx (4nos drum)	Remount Road, Kantapukur,
5	5	Used/old Gear Oil	1054 Ltr. Approx (06 nos drums)	Khidderpore, Kolkata - 700088

S.N	Lot no.	Container No	TYPE / CARGO	Size	Terminal &Address
1	1	ILCU5026012	DSO Condemn empty container	20EO	Shalimar, ARM Building, Ground Floor, Shalimar Railway Goods Yard, Shalimar, Howrah – 711103, West Bengal
2		ILCU5023646	DSO Condemn empty container	20EO	
3	2	CXNU1858799	Ceramic Tiles – Domestic cargo Wt. 30.8 mt (approx.)	20' container	

S.no.	LOT No.	Container / Cargo	TYPE	Approx. Qty	Terminal &Address
	3	Polymer	Domestic cargo	3 bags (approx. 75	Shalimar, ARM Building,
				kg)	Ground Floor, Shalimar
1					Railway Goods Yard,

2	4	Ceramic Tiles (Broken condition)	Domestic Cargo	21980 kg	Shalimar, Howrah – 711103, West Bengal
	5	Used/Old RSTs Tyre	Domestic Cargo	10 nos	
3		(Size 18.00x25)			
	6	Waste Engine Oil (325 ltr) &	Domestic Cargo	525 litre approx. in 03 barrels	
		Waste Transmission Oil			
		(200 ltr)			
		All waste oil mix			
4		with each other)			

NAME OF ACCOUNT HOLDER	NAME OF BANK	IFSC CODE	Account Numbers	Customer Code	Customer Name	E- Mail ID1	C Mobile No	Location of the Terminal
CONTAINER								
OF INDIA LTD								CTKR -
EASTERN	HDFC					vkgupta@concorindia.com	8128663109	Majerhat,
REGION	BANK	HDFC0004989	CONEROCTKR	CTKR	V K Gupta			Kolkata
CONTAINER								
CORPORATION								Shalimar,
OF INDIA LTD						prashantsinha@concorindia.com	9163390923	Howrah,
EASTERN	HDFC				Prashant			West
REGION	BANK	HDFC0004989	CONEROSHM	SHM	Sinha			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.
- 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:

- All the materials are offered for sale on "AS IS WHERE IS BASIS AND NO 6.1 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.

### NOTE:

- a. TCS on scrap sale to all resident customers is to be collected @1% on any amount of scrap sale value.
- b. TCS on sale of goods other than scrap is collected @0.1% of sale value (if aggregate of sale exceeds 50 Lakh in a F/Y for a party)

## NOTE:

Only those bidders can participate in the auction, who can fulfil the given conditions imposed by Customs in Remarks Column.