

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,

JeewanVikas Building,
30-31 A, Asaf Ali Road,
New Delhi-110002
[Tel:011-23211679](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	<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: 16-04-2024</p> <p>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</p> <p>Contact No. 8171111286</p> <p>Date: 18-04-2024</p> <p>Time: from 10.00 hrs to 16.00 hrs</p> <p>Place: ICD/KOTA-CONTAINER CORPORATION OF INDIA LIMITED</p> <p>INLAND CONTAINER DEPOT</p> <p>RAVTHA ROAD RAILWAY STATION</p> <p>MANDANA, KOTA(RAJASTHAN)-325003</p> <p>Contact No. -9001017991</p> <p>Date: 15-04-2024</p> <p>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: 18-04-2024 Time: : from 10.00 hrs to 16.00 hrs</p> <p>Eastern Region-</p> <p>Shalimar, ARM Building, Gr. Floor, Shalmar, Howrah, Pin – 711103</p> <p>Date: 16-04-2024 Time: : from 10.00 hrs to 16.00 hrs</p> <p>CTKR Terminal, Majerhat, P-144 Remount Road, Kantapurkur, Kolkata - 700088</p> <p>Date: 18-04-2024 Time: : from 10.00 hrs to 16.00 hrs</p>
Online Auction date	19-04-2024
Online Auction Result	The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 19-04-2024 or later

ICD/TKD

Sr No	Lot No	Container No	Size	Date of Arival	Weight(Approx)	PKG(Approx)	Description	Remark
1	1	MRKU3106704	40	11.04.2020	7690 Kgs	1 Lot	Old & Damaged Tractor (Scrap Condition) Totally damaged Condition	Required PSIC/CE certificate stating goods are used scrap, CPCB registration certificate, Form 9 as per HW Rules.

2	2	STRU9372187	40	01.12.2011	16510 Kgs	16 Pallets	<p align="center">Display Tubes</p> <p>17 inch datagraphic display tubes for color with phosphor screen, pitch (17 inch) dot pitch less than 0.4mm Total quantity = 1568 pcs approx. Made in Malaysia</p>	EPR requirement
3	3	TCKU1706190	20	09.08.2014	330 Kgs	8 Pcs	<p align="center">Spiral Welded Iron Hollow Pipe</p> <p>Size :Width : 50 Cm / Diametre : 70 Cm / Thickness : 1 Cm</p>	Required:- SIMS certificate
4	4	TCNU8061395	40	23.12.14	19560 Kgs	1 Lot	<p align="center">Old & Used Cloths (Rags)</p> <p>Packed in compressed bales.</p>	
5	5	TEMU6877604	40	09.05.15	21980 Kgs	1 Lot	<p align="center">Old & Used Cloths (Rags)</p> <p>Packed in compressed bales.</p>	
6	6	BLJU2033104	20	06.11.20	15435 Kgs	250 Pkgs	<p align="center">Cutch Blocks (Acacia Catechu)</p> <p>1 Pkgs Net Weight : 50 Kgs</p>	
7	7	REGU3201922	20	06.11.20	14010 Kgs	250 Pkgs	<p align="center">Cutch Blocks (Acacia Catechu)</p> <p>1 Pkgs Net Weight : 50 Kgs</p>	
8	8	BLJU2034820	20	06.11.20	15425 Kgs	250 Pkgs	<p align="center">Cutch Blocks (Acacia Catechu)</p> <p>1 Pkgs Net Weight : 50 Kgs</p>	
9	9	NYKU3812563	20	14.12.21	8600 Kgs	680 Ctns approx	<p align="center">Dye Refill Ink</p> <p>Model No : EP/Dye Ink/E003C/70ml/Cyan 1 Ctn = 100 Pcs Total quantity : 68000 Pcs approx 1 Ctn Net Weight : 10.16 Kgs 1 Ctn Gross Weight : 10.9 Kgs For Best Result Use up Ink Within 6 Months Made in China</p>	
10	10	CAXU6855291	20	03.02.13	28010 Kgs	1 Lot	<p align="center">Drywall Screw & Plastic Broom Set</p> <p>a) Drywall Screw Phillips Drive Twinfast Thread Black Phosphated Different Sizes b) Plastic Broom Set Made in China</p>	
11	11	APHU6229454	40	03.02.09	20850 Kgs	1 Lot	<p align="center">Mix Consumer Items</p> <p>Assorted Mobile Accessories, Calculator (Casio), Wrist Watch Spares, Mobile Batteries, Stickers, Button Cell, Mobile Batteries Casing, Water Proof of Makeup Pencil</p>	

12	12	APHU6600307	40	26.11.09	20450 Kgs	1 Lot	Mix Consumer Items Readymade Garments (Jeans, Jackets for Men), Ladies Hand Bags & Purse, Belt, Different Types of Wrist Watch, MP4 Car Audio Player, Buttons, Children Shoes Made in China	
13	13	DFSU6811478	40	25.06.15	27940 Kgs	1 Lot	Assorted Mix Items Fabric Rolls Different Colour (30 Rolls), Ladies Undergarments Different Shape, Size & Colour, Sunglasses, Children Basket Ball, Crystal, Trophy Made in China	
14	14	DRYU9508818	40	28.06.15	29600 Kgs	1 Lot	Mix Consumer Items Ladies Undergarments Different Size & Colour, Hand Bags, Ladies Purse, Sunglasses, Yoga Mat, Football, Skipping Rope, Roller Skates, Crystal, Fabric Rolls, Spare Part Kit for Power Steering Gear, Slack Adjuster Made in China	
15	15	NYKU4808510	40	25.06.15	28010 Kgs	1 Lot	Assorted Mix Items Origin : China Pen Holder, Stick Notes, Basket ball, Stencils, Trophies of Different Sizes, Great Knives, Tape, Scissors, Mop Rod, Turbo Core Assemble Parts, Binder Clips, New Concept Sparkle, Ladies Undergarments of Different Sizes & Colour, Stationery Items, Packing Wrapper etc.	
16	16	MSKU0947962	40	10.03.18	19050 Kgs	1 Lot	Foam Sheet Small Cut Piece Packed in compressed bales.	
17	17	FCIU4095848	20	03.07.14	3330 Kgs	1 Lot	Metallic Frame/ Structure of Bucket Elevator in CKD Condition	
18	18	CMAU1088984	20	18.08.15	12040 Kgs	10 Rolls	Photographic Paper TG 1217 1 Roll = 154.4CM x 3377m= 5146m2 Made in USA	
19	19	SUDU6590618	40	27.06.21	7650 Kgs	1 Lot	MS Fabricated Structure & Accessories In CKD Condition	Required:- SIMS certificate
20	20	TCNU8173878	40	10.07.2014	20570 Kgs	1 Lot	Completely Pre-mutilated Rags Condition of the cargo is very bad.	1. Permitted for import in completely mutilated form without a licence subject to fulfilment of condition as prescribed in Circular No.36/2000 dated 08.05.2000 (For Rags and used cloths) 2. Fumigation certificate is required. 3. If goods are old and used cloths DGFT licence is required as per Foreign Trade Policy.

DSO/TKD- 01 lots of Domestic empty containers

SL No.	Container No.	SIZE/TYPE	DTMS status	Owner as per Owner Flag	Date of mfg /arrival	Age (Yrs)
1	CXNU2223534	22EO	UC	OW	01-01-2000	23

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. 420900210000017, Account Type - CA.**

ICD/Moradabad

List of Uncleared /Unclaimed Containers at ICD MB						
S.No	Lot No	Container No.	Sline	Arrival Date	Commodity	CARGO Wt. (As per BL) KG
1	1	CMAU5281780	CMCGM	14-03-2023	WASTE PAPER	26190
2	2	CMAU8727578	CMCGM	14-03-2023	WASTE PAPER	25480
3	3	CMAU8881990	CMCGM	14-03-2023	WASTE PAPER	25860
4	4	TCNU3565407	CMCGM	14-03-2023	WASTE PAPER	24060
5	5	TRLU7271608	CMCGM	14-03-2023	WASTE PAPER	24900
6	6	TCKU9677987	CMCGM	14-03-2023	WASTE PAPER	25450
7	7	CMAU8508060	CMCGM	14-03-2023	WASTE PAPER	26060
8	8	BEAU6106569	CMCGM	14-03-2023	WASTE PAPER	24580
9	9	TCLU8185167	CMCGM	14-03-2023	WASTE PAPER	23280
10	10	TCNU6548580	CMCGM	14-03-2023	WASTE PAPER	25840
11	11	CMAU7691465	CMCGM	14-03-2023	WASTE PAPER	23600
12	12	CMAU8434245	CMCGM	14-03-2023	WASTE PAPER	25000
13	13	FWRU0115855	CMCGM	14-03-2023	WASTE PAPER	23390
14	14	ZCSU7550143	SSGSL	01-09-2022	Used Tetrapack Cartons	23990

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.

For kota-

SL	Number of Container	Size	Type of Container	Remark
1	CXNU2214208	20	EO	Domestic empty damage containers
2	CXNU2226765	20	HC	Domestic empty damage containers
3	CXIU2221421	20	EO	Domestic empty damage containers
4	CXNU2225389	20	EO	Domestic empty damage containers
5	CXNU2227313	20	HC	Domestic empty damage containers

Bank Details

For ICD/Kota:

Account Name	Account no.	Unit
Container Corporation of India Limited Freight KOTA	KOTAIC416	KOTA

For ICD/DDL

Technical Scrap material at ICD/DDL for Auction purpose

LOT Number	Description of Material	Quantity	Remarks
1	TYRES 18X25	65 No's	OLD REMOVED FROM RSTs
2	OLD LUBRICANTS	4000 lts approx.	FILLED IN DRUMS , OLD DRAINED FROM RSTs
3	SODIUM FITTING (2X2) 400W	147 No's	OLD UNSERVICEABLE REMOVED FROM TOWERS
4	SODIUM FITTING DOME LIGHTS (1X1) 150 Watt	84 No's	OLD UNSERVICEABLE REMOVED FROM TOWERS
5	GEAR BOX 400W LIGHT	57 No's	OLD UNSERVICEABLE REMOVED FROM TOWERS
6	POLE LIGHT	60 No's	OLD UNSERVICEABLE REMOVED FROM POLES LIGHTS
	A. 400 Watt = 23		
	B. 250 Watt = 26		
	C. 150 Watt = 11		

7	BATTERY 36V, 300AH	3 No's	OLD REMOVED FROM JOST TRUCK
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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**

For Shalimar-

SI No	Description	QTY	type	LOT NO.
1	Polymer	90 kg in 4 Bags	Domestic cargo	1

For CTKR Majerhat-

SI No	Description	QTY	type	LOT NO.
	Bamboo fence (carbonized diameter of pole 2 to 3cm) nylon woven packing sticker with buyer's name on packing (Carbonized bamboo fence handicraft)			1
1	Height/width 2 metre/3 metre 6 numbers of 2mm heat dip galvanized iron wire used to hold the bamboos	63 rolls	Domestic cargo	
2	Height/width 2.5 metre/3 metre 6 numbers of 2mm heat dip galvanized iron wire used to hold the bamboos	40 rolls	Domestic cargo	

3	Height/width 3 metre/3 metre 8 numbers of 2mm heat dip galvanized iron wire used to hold the bamboos	7 rolls	Domestic cargo
4	Sample bamboo mat roll	1 roll	Domestic cargo

Bank Details-

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 CORPORATION OF INDIA LTD EASTERN REGION	HDFC BANK	HDFC0004989	CONEROCTKR	CTKR	V K Gupta	vkgupta@concorindia.com	8128663109	CTKR - Majerhat, Kolkata
CONTAINER CORPORATION OF INDIA LTD EASTERN REGION	HDFC BANK	HDFC0004989	CONEROSHMH	SHM	Prashant Sinha	prashantsinha@concorindia.com	9163390923	Shalimar, Howrah, West Bengal

TERMS & CONDITIONS OF AUCTION

1. INSTRUCTIONS TO THE BIDDERS/BUYERS:

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

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

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

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

- 1.2. The intending bidders have to contact the Auctioneer being M/S MSTC LIMITED, JEEWAN VIKAS BUILDING 30-31 A,ASAF ALI ROAD,NEW DELHI-110002) to participate in the E-Auction.
- 1.3. All the Bidders need to register with GST and copy of certificate referring GST Registration Number and any other document as per requirement of Auctioneer needs to be submitted with AUCTIONEER for updating Bidder's Registration details.AUCTIONEER/Seller will not be liable to issue any Sale Order/Delivery Order/Invoice etc. wherever GST Registration Number is not submitted.
- 1.4. The sale is done through e-Tender cum e-Auction method. In case of e-Tender interested buyer can submit their bid through e-Tender only once. Buyers/ Bidders may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender.
- 1.5. ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON WEBSITE www.mstcindia.co.in(AUCTIONEER).
- 1.6. Though a facility is provided to bidders to select a category in the live auction floor; however, bidders/buyers, in their own interest are advised to go to live e-auction floor, after selecting "all categories" SELLER/AUCTIONEER will not be responsible for any oversight in selecting the category in live e-auction/lot on the part of bidders/buyers.
- 1.7. The rates must be offered on lot basis for each lot separately, not part thereof i.e. in Rupees per lot only. The Rate must be quoted exclusive of GST or other relevant tax etc. These will be charged extra as applicable.
- 1.8. GST rates as indicated in this e-auction catalogue are only indicative. Actual GST rates as applicable on the date of lifting shall be applicable. Bidders are required to satisfy themselves about GST rate through their own sources/means before bidding in this e-auction and any discrepancy should be intimated to (AUCTIONEER)/Seller at least one working day prior to the e-auction. No intimation in this regard will be

entertained after the e-auction goes on live floor. No complaint, grievance or dispute from any bidder regarding any variation will be entertained by the Seller/Auctioneer.

- 1.9. The bidder should possess appropriate licenses as required by the concerned Authorities prior to bidding wherever applicable. Non availability of proper license/permit/clearances at the time of bidding has the effect of immediately disqualifying the bidder from participating in the e-auction and no complaint or grievance regarding such disqualification will be entertained by the Seller/Auctioneer, whether or not such license/permit/clearance/etc. is acquired at a later stage or not.

2. VALIDITY OF THE BIDS:

- 2.1 All the offers shall be valid for a period of 180 days from the date of closing of e-Auction. In case bids are not confirmed by the Seller within stipulated period, the bidders have option to take refund of Security Deposit (SD) or may take the delivery of cargo.

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

- 3.1 The successful bidders shall submit Security Deposit (SD) by preferably On-line mode or through Bank Draft in favour of Container Corporation of India Limited payable at respective city of that terminal of CONCOR where the bid belongs to, **within seven calendar days** of e-auction/Lot being declared SOLD including the date of declaration of result by AUCTIONEER. **The SD must be @25% of sale value quoted (excluding GST) against each lot.** Upon receipt of SD within the time prescribed by CONCOR, a detail of such payments shall be provided to AUCTIONEER. Sale Order/Acceptance Letter will be issued by AUCTIONEER only after confirmation of FINAL Result from CONCOR.
- 3.2 The SD as specified in Sale order shall be adjusted only at the time of final payment. The Contract shall be treated as having been entered into as soon as Sale Order/Acceptance Letter is issued by AUCTIONEER on behalf of CONCOR.

4. FINAL PAYMENT:

- 4.1 The balance payment of each lot of materials along with applicable GST and other relevant taxes must be paid by the buyer to CONCOR directly in one instalment **within 10 calendar days from the date of Sale Letter/Order issued by AUCTIONEER (including the date of issuance of such letter)**. The Sale letter/Order shall clearly specify the break-up as well as the method of payments (on-line mode and/or bank draft).
- 4.2 In case the last date of submission of payment happens to fall on a Public Holiday, the next day shall be considered as the date of submission of payment. DDs of Cooperative Bank shall not be accepted and will be returned without any action being taken on them.
- 4.3 Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter.
- 4.4 Any variation in GST or other relevant tax and any fresh statutory levies will be borne by the bidders/buyers. Auction sale shall be treated as local sale only. "C Form" against outstation sale will not be accepted by CONCOR. Full GST will be collected at the prescribed rates. Bidders should make their own arrangements under applicable GST laws to take the goods to their state.
- 4.5 Non-payment of sale proceeds on the ground of any discrepancy of GST rate will be treated as default and action as deemed fit including but not limited to forfeiture of SD will be taken against the bidder.
- 4.6 **Late Payment Penalty:** For any delay in making payment within time limit specified, the due payment may be made together with late payment penalty @ 1% per week or part thereof on the balance sale value (including taxes as applicable), maximum up to 14 calendar days after the expiry of allowed time period for payment (calculated from the next day of last date of payment submission by bidder). In case

the bidder does not submit the payment in time or in extended time of 14 days with penalty, sale of the concern lot will be automatically cancelled and the Security Deposit (as the case may be) will automatically stand forfeited. Such late payment penalty along with balance payment is to be submitted to CONCOR directly either through on line or through bank draft.

5. DELIVERY OF THE GOODS SOLD:

- 5.1 On receipt of full payment by CONCOR and service charge by M/s MSTC Private Limited (AUCTIONEER), delivery order shall be issued by AUCTIONEER with a duplicate copy to CONCOR. The delivery will be given from Monday to Friday during normal working hours i.e. 10:00 hrs to 18:00 hrs. The delivery will not be effected on Saturdays/Sundays and Gazetted holidays or holidays observed at the Terminal. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time i.e. 18:00 Hrs. In case if there is any delay while loading of cargo/container, the delivery time may be extended with the approval of Competent Authority.
- 5.2 **Delivery Period:** The successful bidders shall lift the specified material lying in the lot allotted to them by employing their own labour and transport at their own cost within **07 (seven) working Days from the date** of Delivery Order issued by AUCTIONEER (including date of issuance of Delivery order). On the basis of delivery order, CONCOR will issue gate pass for the particular lot.
- 5.3 Bidders are required to lift the material completely with whatever faults and flaws in description or otherwise and without any selection or sorting of the material and on clean sweep basis as to clear the site/container within the specified time limit, failing which TSC will be charged from bidder @ **(*to be specified) per TEU and per Lot (in case of scrap/other used items) or part thereof beyond free lifting** time period (delivery period) on per day basis and up to maximum 60 calendar days along with GST or other relevant taxes. Such TSC shall directly be deposited to CONCOR by bidder either through online mode or through Bank Draft. If bidder does not lift the cargo even after expiry of 60 days grace time, the sale shall stand cancelled & all the payment made by bidder/buyer shall be forfeited without any further notice to bidder and subsequently material /cargo will be re-auctioned. However, the concerned Area Head of CONCOR can relax this condition as deemed fit at the sole discretion of CONCOR. **(*Note:- Terminal wise TSC to be specified @40% of loaded TSC applicable for the respective terminals).**

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

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

6. GENERAL TERMS & CONDITIONS:

- 6.1 All the materials are offered for sale on "**AS IS WHERE IS BASIS AND NO COMPLAINT BASIS**". Material are sold on the assumption that bidders have inspected the same and know what they are buying, irrespective of whether they have first inspected the materials or not. No complaint shall be entertained in this regard. Goods are sold on the assumption that the bidder has inspected the lots prior to bidding and know what he is bidding for. Bidders/Buyers have to inspect for hazardous/explosive properties, if any, before submitting the bid. In case they come across any material beyond the scope of the description of material, it should be informed to Seller/AUCTIONEER. The material offered for sale can be inspected during 10:00 AM to 04:00 PM on the inspection dates as mentioned hereinabove. Where specimen samples are shown it is clearly understood that the quality of the material inside the container/boxes/cartons/bales/cases etc. may not necessarily be of exact quality, quantity, weight, size, dimensions, specifications, features etc. as the details of the cargo are provided as per IGM message of ICEGATE. Bidders are not allowed to take the sample from the lot.
- 6.2 Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate and on the basis of IGM message of ICEGATE. However, the actual quality and quantity may vary. The material as offered has to be lifted by the buyer. No dispute in respect of size, measurement, number, weight will be entertained.
- 6.3 Sale of Hazardous Waste items, namely Old and Used Rubber Tyres/Scrap Cut & Baled Tyres/E-Wastes etc. will be governed by the Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments.
- 6.4 **FORCE MAJEURE:**
- 6.4.1 Notwithstanding anything in this "Terms and Conditions" to the contrary neither the CONCOR nor the party/Bidder shall be liable or deemed to be in default for any failure or any delay to comply terms and conditions of Auction sale with CONCOR, hereunder, if caused by "Force Majeure" (FM) which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes, epidemic, quarantine restrictions, lockouts and other acts of God (like a natural calamity), act of any government or other similar causes beyond the control of the party/Bidder affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay to comply terms and conditions of Auction sale. An FM clause in the contract frees both the parties from the contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract.
- 6.4.2 A Force Majeure clause does not excuse a parties/bidder's non-performance entirely, but suspends it for the duration of the Force Majeure.
- 6.4.3 Container Corporation of India Ltd. will not be in any way responsible for failure to deliver the goods as per delivery schedule due to causes beyond their control such as strikes, lockouts, shortened hours, act of God or other causes or contingency whatsoever. The bidder shall not be entitled to cancel the contract and the period of delivery shall automatically be extended accordingly.
- 6.5 The decision of ED/Area Head CONCOR shall be final and binding on all concerned on any issue or area of concern related to extension of time limits for deposition of SD/Final payment/Lot rejection/acceptance in respect of e-Auction not specifically dealt with in the special terms and conditions of Auction sale. The concerned Area Head of CONCOR is authorised to modify any of the terms and conditions of this Auction document.
- 6.6 The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the Live e-Auction Floor (and not under Forthcoming Auctions) as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of e-Auction

Registration with AUCTIONEER. The Material List & STC displayed under View Forthcoming Auctions on AUCTIONEER's e-Auction Website are tentative and subject to change at AUCTIONEER's sole discretion before the start of e-Auction. Bidders should therefore download the Material List and STC displayed only under View Live Auctions for their record purpose, if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on NEW USER. Participation in the e-Auction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the STC, BSTC and GTC. In case of any conflict between the STC and BSTC, the STC shall prevail. AUCTIONEER shall have the right to issue addendum to the STC or BSTC, to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.

- 6.7 Bidders will not be allowed to admit any other person or assign, or sublet in any manner, the interest in the contract, after getting the offer.
- 6.8 CONCOR reserves the right to withdraw at any stage the sale of any container, item or quantity of material either by number or by weight or any other specific unit etc, even after issue of Sale Order/Delivery Order. CONCOR will not be bound to assign any reason or details thereof. Value of the materials so withdrawn, if any, and paid by the buyer will be refunded without any interest. CONCOR will however, not be responsible for any damage, loss, direct or consequential compensation whatsoever to the buyer nor for payment of any interest. CONCOR is not bound to accept highest offer.
- 6.9 The Bidder's workmen shall have to abide by the rules & regulation including safety & security regulation of the relevant statutory acts. Entry inside the works/stores should only be against Gate pass for the men and equipment for which purchaser will have to apply well in advance before lifting commences. The purchaser shall ensure that his workmen do not loiter around within the stores area/terminal premises. They shall not touch any material except those materials shown to them. If any of his workmen is even found violating these restrictions, the purchaser shall be responsible for making good the loss to the owners on which their decision shall be final and binding.
- 6.10 **DISPUTES:** In case of any dispute, the same would be governed by Arbitration and Conciliation Act 1996 and as amended from time to time. The jurisdiction for appealing against the award in a court, or any other proceedings under the Arbitration Act, shall be that of courts in **Delhi / New Delhi** only.
- 6.11 Container Corporation of India Ltd. reserves the right to modify and amend all Terms and Conditions and announce the same if need be while the auction is in progress or prior to commencement of auction.
- 6.12 In case of accidents etc. to the bidder/labour/or his representatives CONCOR/AUCTIONEER will not at any time be responsible for any injuries caused due to accident within CONCOR premises or at the place of work of the owner either to the buyer or his representative/labour etc., and the bidder will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the bidder to provide necessary safety appliances (like hand gloves/safety shoes etc.) to the labourers, who are engaged for loading the materials.
- 6.13 CONCOR/AUCTIONEER will not be liable for any claim and bidder shall keep CONCOR/AUCTIONEER fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
- 6.14 No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the seller premises. The decision of the CONCOR's Officer or his authorized representative shall be final in this regard.
- 6.15 Once the goods have been made over to the purchaser, CONCOR Administration shall not accept any responsibility whatsoever for the safe guarding of the purchased goods.
- 6.16 The material will remain CONCOR's property unless and until all the conditions of sale are fulfilled. The mere payment of the purchase value does not constitute complete purchase and material will become the

property of the purchaser only after the sale has been completed. CONCOR administration shall not in any circumstances whatsoever, be liable for any theft or misappropriation/loss by deterioration or fire or for any other loss through any cause whatsoever which may occur after all the formalities for the sale are completed.

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.