

**CONTAINER CORPORATION OF INDIA LTD**  
**Inland Container Depot, Tughlakabad, New Delhi- 110044**  
**Tel: 011-26368083, Fax:011-26368085**

Web Site: [www.concorindia.co.in](http://www.concorindia.co.in) 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](tel:011-23211679)

E-mail: [pkcinha@mstcindia.co.in](mailto:pkcinha@mstcindia.co.in)  
Website: [www.mstcecommerce.com](http://www.mstcecommerce.com)

**CONCOR ONLINE AUCTION SALE**

M/s MSTC Limited is an e-auction service provider to obtain rates online through the portal. The Sale & Purchase are made directly by seller & buyers. This is only for the purpose of intimation. M/s Container Corporation of India Ltd. (CONCOR) will sell various types of Uncleared/Unclaimed imported cargo brought into India and Scrap items, Damaged Empty Containers, etc, through Online Auction.

SCHEDULE OF PROGRAMME

Inspection of Materials: Date & Timings	ICD/TUGHLAKABAD-26.03.2018 & 27.03.2018 ICD/DDL -23.03.2018 DCT/PHILLAUR-24.03.2018 Time for inspection from 10:00 AM to 16:00PM
Venue of Inspection	ICD/TUGHLAKABAD – Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020 ICD/DDL (Ludhiana) -Container Corporation Of India Ltd., Inland Container Depot, Focal Point, Dhandari Kalan Ludhiana – 141001, Ph: 8288096415 DCT/ Phillaur - Container Corporation of India Ltd., Domestic Container Depot, Phillaur, Opp. Phillaur Railway Station
Online Auction Date	29.03.2018 (Details available on <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> )
Online Auction Result	The Provisonal Result of the auction will be displayed on website ( <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> ) on 29.03.2018 or later

**NOTE :-**

**DETAILS OF LOTS OF CONTAINER/CARGO PUT UP FOR SALE, SECURITY DEPOSIT AND  
OTHER RELEVANT INFORMATION WILL BE AVAILABLE ON ([www.mstcecommerce.com](http://www.mstcecommerce.com)) &  
([www.concorindia.com](http://www.concorindia.com))**

Northern Region, ICD/TKD,NEW DELHI-110020					
List of Cargo for Sale through Online E-Auction to be held on 29.03.2018					
ICD/Tughlakabad					
LOT NO.	SR NO.	CONTAINER NO.	SIZE	ARRIVAL DATE	COMMODITY AS PER VALUATION REPORT
1	1	TCLU8934408	40	25.09.2014	Synthetics Thread Waste & Woollen in cut pieces
2	2	CAXU9228356	40	08.06.2013	Printed & unprinted packing Paper in rolls
3	3	CMAU1530967	20	15-02-2015 00:33:00	Polished Marble Slabs.
4	4	MRKU3553111	40	12-08-2014 23:50:00	Electric Rice Cooker
5	5	TGHU7473419	40	02-08-2014 16:03:00	Electric Rice Cooker
6	6	TGHU7944186	40	22-09-2014 04:01:00	Electric Rice Cooker
7	7	MSKU0008645	40	19.08.2014	Electric Rice Cooker
8	8	MSKU0173594	40	07.08.2014	Electric Rice Cooker
9	9	MSKU1473430	40	19.08.2014	Electric Rice Cooker
10	10	TCLU6469694	40	23.08.2014	Welding Machine spare parts
11	11	CAIU8301018	40	19.08.2014	Transparent Film PET Type: Stretch Film
12	12	MAXU6275170	40	20.05.2015	Mix Synthetic Rags
13	13	TGHU8542155	40	18.11.2015	Mix Hosiery Rags
14	14	ZCSU8906408	40	01.12.2013	Pre - mutilated old & Used Mix Rags
15	15	EGHU9068323	40	08.03.12	Pre - mutilated old & Used Hosiery Rags
16	16	CMAU5388790	40	12.10.2012	Old & Used Cloth
17	17	CRXU9785762	40	08.07.2010	Old & Used woollen & synthetic Hosiery Rags
18	18	GESU5914277	40	22.10.2012	Old Used Cloth
19	19	GATU8265520	40	22.10.2012	Old Used Cloth
20	20	GESU5990174	40	20.05.2012	Pre-Mutilated Mix Synthetic Rags Old & used pre-Mutilated Mix Synthetic Rags
21	21	CRSU9035745	40	20.05.2015	Pre-Mutilated Mix Synthetic Rags Old & used pre-Mutilated Mix Synthetic Rags
22	22	GESU4536188	40	11.12.2014	Mix Old & Used Synthetic Rags completely Pre-Mutilated

23	23	MAXU6214600	40	17.11.2014	Mix Old & Used mixed Woollen & Hosiery Rags Completely pre-Mutilated
24	24	TCKU9237329	40	25.11.2014	Mix Old & Used mixed Woollen & Hosiery Rags
25	25	CAIU8859801	40	30.11.2014	Plastic Bottles & Caps for "Z" Magnetism for men talc.
26	26	FCIU5632474	20	17.11.2014	Non Textured Polyester Fabrics
27	27	NYKU3839585	20	02.12.2014	Non Textured Polyester Fabrics
28	28	MAEU8316477	40	10.12.2014	Old & Used completely Pre-Mutilated Fumigated Synthetic Rags
29	29	TCNU8015445	40	01.10.2014	Synthetics Thread Waste for recycling purpose
30	30	TCLU1848972	40	06.01.2015	Old & Used Pre-Mutilated Acrylic Rags
31	31	CLSU4000365	40	01.01.2015	Baby Accessories a)New born baby frocks b)Small Boy full Paints
32	32	CAIU8009599	40	27.12.2014	Old & Used mix Woollen Rags Completely pre-Mutilated Rags
33	33	UACU5559637	40	04.10.2014	Synthetics Thread Waste for recycling purpose
34	34	CAIU9129881	40	04.10.2014	Synthetics Thread Waste for recycling purpose
35	35	DFSU6805069	40	23.12.2014	Plain Unprinted gum/ungumed plastic paper. Stocklot Mix sizes, GSM & grade
36	36	SUDU8758608	40	26.12.2014	Old & Used Cloth Mix like jacket, shirts, paints etc..
37	37	GESU4605062	40	01.01.2015	Baby Accessories a)New born baby frocks b)Small Boy full Paints
38	38	CAIU2895988	20	12.12.2014	Old & Used Cloth for donation purpose. Like children cloth, t shirts, shirts, paints, Punjabi Indian cloth, Indian ladies suit etc..
39	39	FCIU4998962	20	17.11.2014	Non Textured Polyester Fabrics
40	40	TCKU9728615	40	27.12.2014	Old & Used Mix Cloth & Woollen completely pre-Mutilated

41	41	ECMU9676333	40	04.01.2015	Stocklot defective gum, ungummed self adhesive paper Mix sizes & GSM
42	42	DRYU9511093	40	12.12.2014	Old & Used cloth mix jeans.
43	43	CRXU9949676	40	01.01.2015	Baby Accessories a)New born baby frocks b)Small Boy full Paints
44	44	TCLU5735336	20	13.11.2014	Aluminium sheet glass mirror
45	45	FCIU2593332	20	27.10.2014	PVC laminated gypsum ceiling board
46	46	MSCU8238985	40	15.12.2014	Non woven in trim cutting pieces mix colour
47	47	TCLU5258193	40	19.11.2014	Mix Old & Used Cloth & Woollen Rags
48	48	MSCU7277930	40	30.11.2014	Old original completely Pre-mutilated Rags
49	49	TRLU9108098	20	23.11.2014	Polyester Fabric Non Textured Polyester Fabrics
50	50	TCNU8708202	40	08.12.2014	Mix Old & Used cloth & woollen Rags Completely Pre-mutilated
51	51	TRIU9234790	40	01.10.2014	Synthetics Thread Waste in cut pieces
52	52	MEDU8612638	40	15.12.2014	Non woven in trim cutting pieces mix colour
53	53	SUDU1841304	40	15.11.2014	Printed Unprinted cuts of packing materials Different sizes design & colour
54	54	FCIU2818969	20	24.10.2014	PVC laminated ceiling board
55	55	TRLU9124144	20	13.12.2014	Mirror sheet glass
56	56	GESU2975480	20	30.01.2015	Lock Nuts
57	57	GMTU3043510	20	18.11.2014	Ready Made Garments Assorted sizes & colour
58	58	CRXU9086261	40	01.01.2015	Baby Accessories a)New born baby frocks b)Small Boy full Paints
59	59	GESU5643004	40	16.11.2014	100 % Polyester Knitted PV Fleece Fabric for making blanket Different colour & design
60	60	GESU4410749	40	15.07.2014	Pre-Mutilated Fumigated Synthetic Rags Mix old & used synthetic Rags compressed bales. Completely Pre-Mutilated.

61	61	TTNU9105660	40	27-07-2014	Synthetic Hosiery Rags Mix Old & Used fancy sweater.
62	62	SUDU8655127	40	14.07.2014	Fumigated Rags Completely Premutilated Rags.
63	63	NYKU5650137	40	19.09.2014	Mitsubhishi Escalators & Elevator Elevator, car cross head, rope in spods, guide rails super beam, protection balustrade, haistway cable header, electrical component car pane. Mitsubhishi elevator in CKD condition.
64	64	NYKU4277836	40	19.09.2014	Mitsubhishi Escalators & Elevator Elevator, car cross head, rope in spods, guide rails super beam, protection balustrade, haistway cable header, electrical component car pane. Mitsubhishi elevator in CKD condition.
65	65	GESU4364480	40	04.09.2014	Accessories Ear Cap & small girl top
66	66	GESU5984757	40	11.09.2014	Accessories Ear Cap & small girl top a) Ear Cap b) Boys T-shirt & half pant
67	67	YMLU8875614	40	21-08-2014	Plastic Flask ( Hot & Cold)
68	68	GESU6218843	40	21.08.2014	Plastic Flask ( Hot & Cold)
69	69	SEGU4435063	40	16.09.2014	Plastic Flask (Hot & Cold)
70	70	DFSU7292572	40	16.09.2014	Plastic Flask (Hot & Cold)
71	71	CLHU8553112	40	23.09.2014	Old & Used Cloth & Premutilated Rags
72	72	BSIU9526950	40	03.08.2014	Plastic goods & disposable spoon
73	73	CRSU9100162	40	13.05.2014	Printed & unprinted poly coated & uncoated Paper
74	74	FCIU2513960	20	19.09.2014	Non Textured Polyester Fabrics
75	75	BEAU2031902	20	28.08.2014	Polyester Fabric with PVC coating
76	76	BSIU2788856	20	27.08.2014	Polyester Fabric with PVC coating
77	77	TCNU9305109	40	20.08.2014	TPT23 BOPP Transparent Film Film Type: TPT

78	78	BSIU2534933	20	27.02.2014	CHQ Alloy Steel Wire Rods in Coils
79	79	TRHU2010178	20	28.09.2014	Polyester Fabric with PVC coating
80	80	CRSU9364632	40	10.08.2014	Plastic Bottles & Caps for "Z" Magnetism for men talc.
81	81	ESPU2041116	20	07.09.2014	Polyester Fabric with PVC coating
82	82	CNSU2065798	20	07.09.2014	Polyester Fabric with PVC coating
83	83	OOLU1850372	20	27.08.2014	Fabrics (designer net fabric)
84	84	TTNU3790801	20	12.01.2015	Ready Made Garments Assorted sizes & colour
85	85	MAGU2207141	20	09.05.2013	CHQ Alloy Steel Wire Rods
86	86	IMTU3062255	20	09.05.2013	ALLOY STEEL CHQ Alloy Steel Wire Rods
87	87	TCLU2726990	20	11.06.2013	Polished Marble Block & Slabs
88	88	FCIU3797217	20	09.12.2013	Automobile Parts Heavy Duty Clutch item: A-383Z-SD
89	89	BMOU2857205	20	21.12.2013	Automobile Parts. Heavy Duty Clutch
90	90	GLDU9829499	20	16.11.2013	Automobile Parts Make: Clutch Auto Pioneer Clutch INC
91	91	HLXU8155802	40	17.12.2013	Old & used Injection Moulding Machine
92	92	TGHU7554531	40	18.12.2013	Old & used Injection Moulding Machine & Controllers
93	93	TCLU2339877	20	11.06.2013	Filter Paper
94	94	TCNU9505318	40	12.06.2013	Computer Embroidery sewing Machine
95	95	GESU3502310	20	03.09.2013	Plain & release paper in Stocklot condition
96	96	CAIU2193575	20	03.09.2013	Plain & release paper
97	97	TCKU2111719	20	08.09.2013	Old & Used cloth & 2Ply blanket for donation goods
98	98	CRXU9888478	40	26.07.2013	Old & used pre -Mutilated Hosiery Rags
	99	CAXU9871911	40	26.07.2013	
	100	CAIU8498545	40	27.07.2013	
99	101	XINU8011403	40	23.11.2013	PVC Strips Stocklot & cut pieces condition.
100	102	TGHU8836822	40	08.05.2013	CFL Half Spiral Glass / Burner
101	103	CRXU9076659	40	09.09.2013	Mix Old & used Hosiery rags
102	104	CMAU5593480	40	04.10.2013	Mix old & used Rags Completely Pre-mutilated.

103	105	TGHU8068149	40	09.10.2013	Printed & unprinted wrapping Paper in rolls
104	106	CAXU4818215	40	10.09.2013	Mix Old & used Hosiery rags
105	107	TCLU5465781	40	01.06.2013	Mix Old & Used Denim rags.
106	108	GLDU7391675	40	01.06.2013	Mix Old & Used Denim rags.
107	109	MEDU8672200	40	11.10.2013	Printed & unprinted wrapping Paper in rolls
108	110	TRLU6639526	40	17.12.2013	Old & used Injection Moulding Machine & Controllers
109	111	CAXU9720474	40	31.05.2013	Mix old & used Hosiery Rags.
110	112	TCKU1428503	20	11.03.2014	Filter Paper
111	113	EISU9939108	40	08.03.2012	Old & Used Hosiery Rags Pre-mutilated & Pre-fumigated mix sweater cut
112	114	CRSU9087646	40	13.06.2011	Premutilated Mix rages
113	115	GESU6378712	40	13.05.2014	Coated Paper stock lot Printed & unprinted poly coated & uncoated Paper. In mix sizes & GSM
114	116	PONU0039991	20	06.08.2010	Old machine
115	117	JXLU2512623	40	23.12.2014	Welding Materials(Welding Wire, Synthetic Grindstone, Filter Elements)
116	118	SUDU7993937	20	09.07.2013	Medium Density Fibre Board (MDF)
117	119	INBU3868109	20	18.05.2004	Lead Concentrate In Powder Form
118	120	Filled and Partially Filled Oil Drum		75 (Nos. )	<b>REMARKS-</b> TO BE AUCTIONED TO COMPANIES REGISTERED WITH STATE POLLUTION CONTROL BOARD/COMMITTEE

## **SPECIAL TERMS & CONDITION**

With the implementation of Goods & Service Tax (GST) w.e.f 01st July 2017 in India, VAT / Sales Tax will be discontinued and these taxes be subsumed in GST. GST will be payable on all goods (whether scrap or otherwise). Hence all Buyers having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate referring GST Registration Number needs to be submitted with MSTC for updating Buyer Registration details. MSTC/Seller will not be liable to issue any Sale Order / Delivery Order/ invoice etc wherever GST Registration Number is not submitted.

**ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, [www.mstcindia.co.in](http://www.mstcindia.co.in)**

**MSTC, NEW DELHI**

**Phone: 011-23212362**

**Board no. 011-23214201,23213945 (Ext. 219)**

**Dealing Officer: Tanvi Saran**

**Email id: [tsaran@mstcindia.co.in](mailto:tsaran@mstcindia.co.in)**

- 1) **MSTC Ltd. shall hereinafter be referred to as MSTC and Container Corporation of India Ltd (CONCOR) as owner/ Seller**
- 2) **The sale is through e-Tender cum e-Auction method. In case of e-Tender interested buyer can submit their bid through e-Tender only once. Buyers may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender.**
- 3) **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 CONCOR within stipulated period, bidders have option to take refund of EMD/Security or may take the delivery of cargo.**
- 4) **All the materials are offered for sale on AS IS WHERE IS basis, Ex- works owners and where they are stacked. 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. 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/MSTC. The material offered for sale can be inspected during 10 AM to 4 PM on the inspection dates as mentioned hereinabove. Where specimen samples are shown it is clearly understood that the quality of the material inside the container/boxes/cartons/bales/cases etc. may not necessarily be of exact quality, quantity, weight, size dimensions, specifications, features etc. Bidders are not allowed to take the sample from the lot.**
- 5) **Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate. However, The quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift the indicated quantity.**

In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count. The material as offered has to be lifted by the buyer

6) Though a facility is provided to bidders to select a category in the live auction floor; however, buyers, in their own interest are advised to go to live e auction floor, after selecting "all categories". MSTC will not be responsible for any oversight in selecting the category in live e auction/lot on the part of bidders/buyers

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. Any variation in GST or other relevant tax and any fresh statutory levies will be borne by the 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.

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 MSTC / Seller at least one working day prior to the e-auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-auction goes on live floor. 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 EMD/SD will be taken against the bidder.

9) The successful bidders shall submit Earnest Money Deposit 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 days of e-auction/Lot being declared SOLD including the date of declaration of result by MSTC. For 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. The EMD must be @25% of the net sale value quoted (excluding GST & duties) against each lot. Upon receipt of EMD within the time prescribed by CONCOR, a detail of such payments shall be provided to MSTC. Sale Order/ Acceptance Letter will be issued by MSTC only after confirmation of FINAL Result from CONCOR. Upon issue of sale order the EMD shall automatically be converted into security deposit. The Security Deposit 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 the ink-signed Sale Order/Acceptance Letter is issued by MSTC on behalf of CONCOR.

10) FINAL PAYMENT: 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 days from the date of Sale Letter/Order issued by MSTC (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).

11) On receipt of full payment by CONCOR and service charge by M/s MSTC Ltd, delivery order shall be issued by M/s MSTC Ltd with a duplicate copy to CONCOR.

12) In case the 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

13) Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter. If there is a default in payment as per Terms of the Sale order cum Acceptance letter, the Security deposit mentioned therein will stand forfeited automatically without any further notice and Sale Order will stand cancelled. CONCOR will re-auction the lot accordingly.

14) 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 entire bid value, maximum up to 14 days (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 Earnest Money/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.

**15) 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 Days (Seven Days) from the date of Release order issued on behalf of the Delivery Order issued by MSTC (including date of issuance of Delivery order). On the basis of delivery order, CONCOR will issue gate pass for the particular lot. If last day of delivery falls on a public holiday, the next working day shall be considered as the last date of lifting.**

16) Customers 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 site/ container within the specified time limit, failing which TSC will be charged from bidder @ Rs 500/- per Tue 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 days along with GST or other relevant taxes. Such TSC shall directly be deposited to CONCOR by bidder either through online mode or bank Draft. If bidder does not lift the cargo even after expiry of 60 days grace time, the sale 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.

17) 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 MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC'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. MSTC 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.

18) Bidders/ Tenderers 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.

19) The Principal/Owner of the materials 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. The Principal/Owner 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. The Principal 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.

20) The Bidders/ customers' 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/ factory areas. They shall not touch any material except those material 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.

21) DISPUTES: In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by the Container Corporation of India Ltd. and the Arbitration proceedings would be governed by 'Arbitration and Conciliation Act' 1996. The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute and shall be paid in advance to the auctioneer. 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.

22) Delivery of commodities requiring clearance from other regulatory agencies like CFL, P&Q, ADC, Chemical examiner, Police deptt. and other agencies etc will be effected only after obtaining the requisite clearances.

23) The successful bidder shall produce the copy of MSTC's 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 ICD premises on production of a Gate Pass issued from the respective ICD.

24) After receiving full value of bid along with GST & other relevant taxes etc, the delivery of cargo will be given to successful bidder. 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 ICD. 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.

25) The representatives of Customs and CONCOR and Security Department in the presence of the purchaser will jointly witness delivery of the material. In the event of purchasers failure to do so CONCOR shall in no case be responsible for any shortage and shall not under any circumstances make good the deficiency.

26) 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.

27) In case of accidents etc. to the bidder/labour/or his representatives CONCOR/MSTC 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.

28) CONCOR/MSTC will not be liable for any claim and bidder shall keep CONCOR/MSTC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

29) No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the seller's premises. The decision of the Officer or his authorized representative shall be final in this regard.

30) 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.

31) The material will remain CONCOR's property unless and until all the conditions of sale are fulfilled. The mere payment of the purchase 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.

32) 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 & the period of delivery shall automatically be extended accordingly.

ICD/DDL (Ludhiana)					
Lot No.	Sr. No.	Ctr. No.	Size	Arrival Date	Cargo Description
1	1	BMOU4161176	40	13.02.2015	Machinery
	2	MSKU0991760	40		
2	3	TCKU1836125	20	10.10.2015	Bentonite
3	4	Cargo		28.10.2010	Blanket
4	5	BMOU4010708	40	28.05.2012	Machinery
5	6	Cargo (HHLU5013789)		17.09.2012	Sports Bag
6	7	MSKU1513765	40	10.06.2015	Tyre Scrap
7	8	MSKU0754726	40	10.06.2015	Zipper
8	9	BSIU9117459	20	13.07.2015	Bathroom Accessories
9	10	PONU0415173	20	30.08.2015	Porcelain Tiles
10	11	TRHU2369234	20	26.10.2015	Metal Rod
11	12	MSKU2539189	20	03.12.2015	H.M.S
12	13	MSKU2972049	20	03.12.2015	H.M.S
13	14	MSKU3117634	20	03.12.2015	H.M.S
14	15	MSKU3607185	20	03.12.2015	H.M.S
15	16	MSKU5504550	20	03.12.2015	H.M.S
16	17	MOAU7703641	20	22.07.2016	Rice Syrup
17	18	MOAU1443568	20	01.08.2016	Rice Syrup
18	19	MRKU7672715	20	22.09.2016	H.M.S
19	20	VSBU2027770	20	19.05.2017	Chocolate
20	21	CRSU9326355	40	05.06.2017	Carbon Black
21	22	CRXU9936750	40	05.06.2017	Carbon Black
22	23	CRXU9714537	40	05.06.2017	Carbon Black

### SPECIAL TERMS & CONDITION

With the implementation of Goods & Service Tax (GST) w.e.f 01st July 2017 in India, VAT / Sales Tax will be discontinued and these taxes be subsumed in GST. GST will be payable on all goods (whether scrap or otherwise). Hence all Buyers having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate referring GST Registration Number needs to be submitted with MSTC for updating Buyer Registration details. MSTC/Seller will not be liable to issue any Sale Order / Delivery Order/ invoice etc wherever GST Registration Number is not submitted.

**ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, [www.mstcindia.co.in](http://www.mstcindia.co.in)**

**MSTC, NEW DELHI**

**Phone: 011-23212362**

**Board no. 011-23214201,23213945 (Ext. 219)**

**Dealing Officer: Tanvi Saran**

**Email id: [tsaran@mstcindia.co.in](mailto:tsaran@mstcindia.co.in)**

- 1) **MSTC Ltd. shall hereinafter be referred to as MSTC and Container Corporation of India Ltd (CONCOR) as owner/ Seller**
- 2) **The sale is through e-Tender cum e-Auction method. In case of e-Tender interested buyer can submit their bid through e-Tender only once. Buyers may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender.**
- 3) **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 CONCOR within stipulated period, bidders have option to take refund of EMD/Security or may take the delivery of cargo.**
- 4) **All the materials are offered for sale on AS IS WHERE IS basis, Ex- works owners and where they are stacked. 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. 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/MSTC. The material offered for sale can be inspected during 10 AM to 4 PM on the inspection dates as mentioned hereinabove. Where specimen samples are shown it is clearly understood that the quality of the material inside the container/boxes/cartons/bales/cases etc. may not necessarily be of exact quality, quantity, weight, size dimensions, specifications, features etc. Bidders are not allowed to take the sample from the lot.**
- 5) **Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate. However, The quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift the indicated quantity. In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count. The material as offered has to be lifted by the buyer**
- 6) **Though a facility is provided to bidders to select a category in the live auction floor; however, buyers, in their own interest are advised to go to live e auction floor, after selecting "all categories". MSTC will not be responsible for any oversight in selecting the category in live e auction/lot on the part of**

**bidders/buyers**

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. Any variation in GST or other relevant tax and any fresh statutory levies will be borne by the 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.

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 MSTC / Seller at least one working day prior to the e-auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-auction goes on live floor. 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 EMD/SD will be taken against the bidder.

9) The successful bidders shall submit Earnest Money Deposit 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 days of e-auction/Lot being declared SOLD including the date of declaration of result by MSTC. For online payment, account details of CONCOR are - Name - Container Corporation of (I)Ltd., Bank Name – YES Bank, Branch – OKHLA, GROUND AND FIRST FLOOR, CAPITAL EXIM CENTRE, UNIT G3, PLOT NO.5, LSC OKHLA INDUSTRIAL AREA, PHASE-2, NEW DELHI-110020, IFS Code – YESB0000208, Bank A/c No. 020881400000069. The EMD must be @25% of the net sale value quoted (excluding GST & duties) against each lot. Upon receipt of EMD within the time prescribed by CONCOR, a detail of such payments shall be provided to MSTC. Sale Order/ Acceptance Letter will be issued by MSTC only after confirmation of FINAL Result from CONCOR. Upon issue of sale order the EMD shall automatically be converted into security deposit. The Security Deposit 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 the ink-signed Sale Order/Acceptance Letter is issued by MSTC on behalf of CONCOR.

10) **FINAL PAYMENT:** 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 days from the date of Sale Letter/Order issued by MSTC (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).

11) On receipt of full payment by CONCOR and service charge by M/s MSTC Ltd, delivery order shall be issued by M/s MSTC Ltd with a duplicate copy to CONCOR.

12) In case the 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

13) Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter. If there is a default in payment as per Terms of the Sale order cum Acceptance letter, the Security deposit mentioned therein will stand forfeited automatically without any further notice and Sale Order will stand cancelled. CONCOR will re-auction the lot accordingly.

14) 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 entire bid value, maximum up to 14 days (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 Earnest Money/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.

**15) 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 Days (Seven Days) from the date of Release order issued on behalf of the Delivery Order issued by MSTC (including date of issuance of Delivery order). On the basis of delivery order, CONCOR will issue gate pass for the particular lot. If last day of delivery falls on a public holiday, the next working day shall be considered as the last date of lifting.**

16) Customers 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 site/container within the specified time limit, failing which TSC will be charged from bidder @ Rs 500/- per Tue 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 days along with GST or other relevant taxes. Such TSC shall directly be deposited to CONCOR by bidder either through online mode or bank Draft. If bidder does not lift the cargo even after expiry of 60 days grace time, the sale 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.

17) 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 MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC'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. MSTC 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.

18) Bidders/ Tenderers 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.

19) The Principal/Owner of the materials 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. The Principal/Owner 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. The Principal 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.

20) The Bidders/ customers' 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/ factory areas. They shall not touch any material except those material 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.

21) **DISPUTES:** In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by the Container Corporation of India Ltd. and the Arbitration proceedings would be governed by 'Arbitration and Conciliation Act' 1996. The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute and shall be paid in advance to the auctioneer. 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.

22) Delivery of commodities requiring clearance from other regulatory agencies like CFL, P&Q, ADC, Chemical examiner, Police deptt. and other agencies etc will be effected only after obtaining the requisite clearances.

23) The successful bidder shall produce the copy of MSTC's 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 ICD premises on production of a Gate Pass issued from the respective ICD.

24) After receiving full value of bid along with GST & other relevant taxes etc, the delivery of cargo will be given to successful bidder. 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 ICD. 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.

- 25) The representatives of Customs and CONCOR and Security Department in the presence of the purchaser will jointly witness delivery of the material. In the event of purchaser's failure to do so CONCOR shall in no case be responsible for any shortage and shall not under any circumstances make good the deficiency.
- 26) 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.
- 27) In case of accidents etc. to the bidder/labour/or his representatives CONCOR/MSTC 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.
- 28) CONCOR/MSTC will not be liable for any claim and bidder shall keep CONCOR/MSTC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
- 29) No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the seller's premises. The decision of the Officer or his authorized representative shall be final in this regard.
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**List of Cargo for Sale through Online E-Auction to be held on 29.03.2018**

**DCT/PHILLAUR**

Lot No.	S.No	Container No	Type	Commodity
1	1	CFLU-2132024	20 SA	Empty Container
2	2	NSLU-2006969	20 SA	Empty Container
3	3	NSLU-2003620	20 SA	Empty Container
4	4	NSLU-2003091	20 SA	Empty Container
5	5	ILCU-5020415	20 EO	Empty Container
6	6	NSLU-2003846	20 SA	Empty Container

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**ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, [www.mstcindia.co.in](http://www.mstcindia.co.in)**

**MSTC, NEW DELHI**

**Phone: 011-23212362**

**Board no. 011-23214201,23213945 (Ext. 219)**

**Dealing Officer: Tanvi Saran**

**Email id: [tsaran@mstcindia.co.in](mailto:tsaran@mstcindia.co.in)**

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- 2) The sale is through e-Tender cum e-Auction method. In case of e-Tender interested buyer can submit their bid through e-Tender only once. Buyers may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender.**
- 3) 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 CONCOR within stipulated period, bidders have option to take refund of EMD/Security or may take the delivery of cargo.

4) All the materials are offered for sale on AS IS WHERE IS basis, Ex- works owners and where they are stacked. 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. 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/MSTC. The material offered for sale can be inspected during 10 AM to 4 PM on the inspection dates as mentioned hereinabove. Where specimen samples are shown it is clearly understood that the quality of the material inside the container/boxes/cartons/bales/cases etc. may not necessarily be of exact quality, quantity, weight, size dimensions, specifications, features etc. Bidders are not allowed to take the sample from the lot.

5) Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate. However, The quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift the indicated quantity. In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count. The material as offered has to be lifted by the buyer

6) Though a facility is provided to bidders to select a category in the live auction floor; however, buyers, in their own interest are advised to go to live e auction floor, after selecting "all categories". MSTC will not be responsible for any oversight in selecting the category in live e auction/lot on the part of bidders/buyers

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. Any variation in GST or other relevant tax and any fresh statutory levies will be borne by the 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.

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 MSTC / Seller at least one working day prior to the e-auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-auction goes on live floor. 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 EMD/SD will be taken against the bidder.

9) The successful bidders shall submit Earnest Money Deposit 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 days of e-auction/Lot being declared SOLD including the date of declaration of result by MSTC. For online payment, account details of CONCOR are - Name - Container Corporation of (I)Ltd., Bank Name - YES Bank Ltd., Branch – OKHLA, , NEW DELHI-110020, IFS Code – YESB0000208, Bank A/c No. 020881400000057. The EMD must be @25% of the net sale value quoted (excluding GST & duties) against each lot. Upon receipt of EMD within the time prescribed by CONCOR, a detail of such payments shall be provided to MSTC. Sale Order/ Acceptance Letter will be issued by MSTC only after confirmation of FINAL Result from CONCOR. Upon issue of sale order the EMD shall automatically be converted into security deposit. The Security Deposit 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 the ink-signed Sale Order/Acceptance Letter is issued by MSTC on behalf of CONCOR.

10) **FINAL PAYMENT:** 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 days from the date of Sale Letter/Order issued by MSTC (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).

11) On receipt of full payment by CONCOR and service charge by M/s MSTC Ltd, delivery order shall be issued by M/s MSTC Ltd with a duplicate copy to CONCOR.

12) In case the 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

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14) **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 entire bid value, maximum up to 14 days (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 Earnest Money/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.

**15) 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 Days (Seven Days) from the date of Release order issued on behalf of the Delivery Order issued by MSTC (including date of issuance of Delivery order). On the basis of delivery order, CONCOR will issue gate pass for the particular lot. If last day of delivery falls on a public holiday, the next working day shall be considered as the last date of lifting.

16) Customers 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 site/ container within the specified time limit, failing which TSC will be charged from bidder @ Rs 500/- per Tue 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 days along with GST or other relevant taxes. Such TSC shall directly be deposited to CONCOR by bidder either through online mode or bank Draft. If bidder does not lift the cargo even after expiry of 60 days grace time, the sale 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.

17) 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 MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC'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. MSTC 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.

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19) The Principal/Owner of the materials 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. The Principal/Owner 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. The Principal 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.

20) The Bidders/ customers' 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/ factory areas. They shall not touch any material except those material 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.

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- 22) Delivery of commodities requiring clearance from other regulatory agencies like CFL, P&Q, ADC, Chemical examiner, Police deptt. and other agencies etc will be effected only after obtaining the requisite clearances.
- 23) The successful bidder shall produce the copy of MSTC's 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 ICD premises on production of a Gate Pass issued from the respective ICD.
- 24) After receiving full value of bid along with GST & other relevant taxes etc, the delivery of cargo will be given to successful bidder. 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 ICD. 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.
- 25) The representatives of Customs and CONCOR and Security Department in the presence of the purchaser will jointly witness delivery of the material. In the event of purchasers failure to do so CONCOR shall in no case be responsible for any shortage and shall not under any circumstances make good the deficiency.
- 26) 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.
- 27) In case of accidents etc. to the bidder/labour/or his representatives CONCOR/MSTC 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.
- 28) CONCOR/MSTC will not be liable for any claim and bidder shall keep CONCOR/MSTC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
- 29) No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the

seller's premises. The decision of the Officer or his authorized representative shall be final in this regard.

30) 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.

31) The material will remain CONCOR's property unless and until all the conditions of sale are fulfilled. The mere payment of the purchase 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.

32) 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 & the period of delivery shall automatically be extended accordingly.