

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

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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: pxsinha@mstcindia.co.in

Website: 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/TKD (TUGHLAKABAD) –06.08.2020 & 07.08.2020 ICD/DADRI-05.08.2020 Time for inspection from 10:00 Hrs to 16:00 Hrs
Venue of Inspection	ICD/TUGHLAKABAD – Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020 Phone –9755099684 ,9560597263 ICD/DADRI – Container Corporation. of India Ltd., Inland Container Depot, Noida- Dadri Road, Near Dadri Railway Station, Tilapata, Greater Noida, Dist. Gautam Budh Nagar (U.P.) Phone 0120-2352800
Online Auction date	10.08.2020 (Details available on www.mstcecommerce.com)
Online Auction Result	The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 10.08.2020 or later

List of Containers of ICD/TKD

SR. NO .	LOT No	CONTAINER NO	SIZE	CARGO	DATE OF ARRIVAL	(Approx.) No. of Pkg.	(Aprox.) Cargo Wt. (Kgs)	Remarks
1	1	UACU3244034	20	OLD & USED TYRE	06.11.2012	736 Pcs		
2	2	YMLU8269577	40	DRY DATE	22.10.2019	544 Bags	27510	
3	3	CCLU2042080	20	STONE TILES	19.12.2002	25 PALLETS	23235	
4	4	RFCU4056390	40	AIR COOLING PAD	05.01.2015	183 pcs		
5	5	TCNU9929574	40	OLD RAGS	31.05.2013	60 Bales		
6	6	BLPU9519644	40	DRY DATE	09.10.2019	545 bags	27550	
7	7	CAXU9004607	40	DRY DATE	09.10.2019	540 bags	27310	
8	8	FSCU6452898	40	DRY DATE	09.10.2019	543 Bags	27470	
9	9	CAXU8031491	40	DRY DATE	10.10.2019	570 bags	29090	
10	10	MOGU0089455	40	DRY DATE	09.10.2019	539 Bags	27240	
11	11	ECMU9220960	40	DRY DATE	10.10.2019	557 Bags	28430	
12	12	TTNU9333891	40	DRY DATE	05.10.2019	529 Bags	26750	
13	13	TRLU8275383	40	DRY DATE	10.10.2019	574 Bags	29280	
14	14	CCLU3124408	20	TILES	20.12.2002	27 Plt		
15	15	GLDU7547747	40	STOCK LOT OF PAPER	04.01.2016	225 Rolls(Loose)		
16	16	SGLU2000360	20	Stone Tiles	10.07.2005	11 Pallets	21525	
17	17	ECMU1840116	20	MARBLE	23.02.2014	rough Marble Block 1 No., white Colour with Silver strips.a) 115"*65"* 63.5"	23380	
18	18	CCLU2679232	20	TILES	23.12.2002	27 Pallets	24890	
19	19	TEMU3166557	20	MARBLE BLOCK	23.02.2014	rough Marble Block 1 No., white Colour with Silver strips.a) 121"*68"* 69"	25160	
20	20	TEMU3185602	20	MARBLE BLOCK	23.02.2014	rough Marble Block 3 No., white Colour with Silver strips. a)98"*46"* 26", b)	25800	

						107"*35"* 51.5", c)107"*35" *59"		
21	21	TCKU2615448	20	MARBLE BLOCK	23.02.2014	Rough Marble Block 1 No., white Colour with Silver strips. 129"*61"* 64"	23130	
22	22	CAXU9514149	40	OLD USED MACHINE	26.10.2012	Automatic Head Assembly Machine for paint Brush & It's Accessories .	6500	
23	23	TCLU8346889	40	FURNITURE	19.05.2017	530 Pkg		
24	24	CMBU2302803	20	MARBLE	18.07.1999	rough Marble Block 2 No., Beige Colour. a) 93"*55.5"* 41", b)82"*58"* 40"	20920	
25	25	FSCU9475454	40	STOCK LOT OF PAPER	18.07.2017	loose	28280	
26	26	CMAU5829088	40	THERMOCOL/PACKING MATERIAL	13.03.2018	180 Pkg		
27	27	CMAU4389554	40	THERMOCOL/PACKING MATERIAL	14.03.2018	180 Pkg		
28	28	BAXU5055143	40	CO AXIAL CABLE	08.10.2015	3200 Packages	21340 KG	
29	29	TTNU2041774	20	MARBLE BLOCK	18.01.2003	rough Marble Block 2 No., Beige Colour. a) 103"*38"* 71",b) 112"*38"* 70.5"	28620 KG	

30	30	CPSU6408369	40	THERMOCOL/PACKING MATERIAL	04.03.2018	180 Pkg		
31	31	TLLU5019052	40	THERMOCOL/PACKING MATERIAL	11.03.2018	180 Pkg		
32	32	TEMU7557652	40	THERMOCOL/PACKING MATERIAL	28.02.2018	180 Pkg		
33	33	UACU5929222	40	THERMOCOL/PACKING MATERIAL	27.02.2018	180 Pkg		
34	34	SIKU2929752	20	MARBLE BLOCK	18.01.2003	rough Marble Block 2 No., Beige Colour. a) 80"*37"*5 5",b) 94"*36"*5 7.5"	15890	
35	35	MRKU6988951	20	WOOD	23.11.2011	Loose (square-Logs)	19640	
36	36	GATU1306890	20	BROKEN MARBLE	17.02.2017	Loose	23000	
37	37	HLXU6410196	40	THERMOCOL/PACKING MATERIAL	25-02-2018	Loose		
38	38	FCIU7134594	40	FABRICS	10.09.2018	819 Rolls		
39	39	CMAU7424978	40	POLYESTER KNITTED FABRICS	19.11.2018	1645 Rools		
40	40	TRLU7378643	40	POLYESTER KNITTED FABRICS	22.11.2018	1645 Rools		
41	41	TEMU7346541	40	POLYESTER KNITTED FABRICS	23.11.2018	1645 Rools		
42	42	WHSU4030421	40	INSCENCE STICKS, MOUTH FRESHNERS	09.05.2018	1210 Pkg		
43	43	UACU5394711	40	THERMACOL CASES, PACKING MATERIAL, PACKING CASES	28.02.20218	180 Pkg		

For ICD/TKD, NEW DELHI online payment, account details of CONCOR are - Name - Container Corporation of (I)Ltd., Bank Name - Punjab National Bank, Branch - ICD/ Tughlakabad, IFS Code - PUNB0420900, Bank A/c No. **4209002100000017**, Account Type - **CA**.

ICD/DADRI

Lot No.	Lot detail (Containers)	Size	Commodity
1	SYMU2016628	20	Black saw dust attracted by magnet, MS turning and iron sheet

	FBLU3016940	20	Black saw dust attracted by magnet
	YMLU2562377	20	Black saw dust attracted by magnet, MS turning
2	TCNU7010794	40	Aluminum scrap-tense with iron attachment and Al dross

For ICD/DADRI, GAUTAM BUDH NAGAR online payment, account details of CONCOR are - Name - Container Corporation of (I) Ltd., Bank Name – HDFC Bank, Branch – NOIDA (U.P), IFSC Code – HDFC0000088, Bank A/c No. 00880350000492.

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 , MSTC, NEW DELHI

Phone: 011-23212362

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

Dealing Officer: Tanvi Saran

Email id: 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. 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 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 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.

16 (i.) 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.

An FM clause does not excuse a parties/bidder’s non-performance entirely, but suspends it for the duration of the FM.

16 (ii) The decision of ED/Regional 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 EMD/Final payment / Lot rejection/acceptance respecting e-Auction not specifically dealt with in the special terms and conditions of Auction sale.

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 affected 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. 1000 hrs to 1800 hrs. The delivery will not be affected 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. 1800 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 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 CONCORs 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.

