

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: pksinha@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) –28.09.2020 ICD/DADRI-.29.09.2020 ICD/AGRA – 25.09.2020 ICD/Rewari-24.09-2020 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 9560597263,9560597237 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, 9560797221 ICD/AGRA – Container Corporation of India Ltd. Inland Container Depot, East Bank, Moti Mahal Yamuna Bank -Phone –9560391705 ICD-REWARI address - Container Corporation of india Ltd, Inland Container Depot, Behind DC office, Near Sadar Police Station, Rewari, Haryana-123401. Phone - 9871649142.
Online Auction date	30.09.2020 (Details available on www.mstcecommerce.com)
Online Auction Result	The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 30.09.2020 or later

ICD/TKD**List of ICD/TKD auction date 30/09/2020**

S. NO.	LOT No	CONTAINER NO	Arrival dt	size	cargo des.	No. of Pkg.(Aprox.)	Cargo Wt. (Kgs) (Aprox.)	Remarks
1	1	TGHU0451300	27-07-2014	20	Stainless Steel Drum, with solidified Cement Inside	(48 Drum)12 Pallets, each containing 4 Drums each		
2	2	UXXU2429780	23-02-2014	20	Marble Slab White Colour 115*68*66.5 (Dimension in Inches)	1		
3	3	CMAU7404821	04-10-2018	40	Stainless steel sheet	6 Pallets		
4	4	HLXU6533708	06-12-2016	40	1.Foam in rolls 2.Push Type Black Rivets(Plastic) 3.Polyster Fabric(Jaali) 4.Antiskid Floor Mats(stainless Steel)	1.Foam in rolls= 128 Rolls Approx, 2. Push Type Black Rivets(Plastic)=3 Gunny Bags with 10 Packgs each, 3.Polyster Fabric(Jaali)= 33 Bales, 4.Antiskid Floor Mats(stainless Steel)=83 Boxes, Each Box 120 Pcs Approx.		
5	5	HLXU1110473	03-08-2019	20	Steel Sheet	5 Pallets		
6	6	HLXU1223886	03-08-2019	20	Steel Sheet	5 Pallets		
7	7	TEMU4261693	09-10-2019	20	CardBoard Sheets	605 Packets Approx		
8	8	GESU2623283	29-07-2014	20	Stainless Steel Drum, with solidified Cement Inside	12 Pallets, each pallets containing 4 Drums.		
9	9	KMTU7395446	29-07-2014	20	Stainless Steel Drum, with solidified Cement Inside	12 Pallets, each Pallet containing 4 Drums		
10	10	HLXU6103857	24-10-2013	40	Electric Cookers	1785 cartons		
11	11	TCNU8818283	01-03-2014	40	Cotton EarBuds(Assorted Size & Colours)	Total 960 cartons (Approx)		
12	12	HAMU1070687	03-08-2019	20	Steel Sheet	5 Pallets		
13	13	HAMU1050084	03-08-2019	20	Steel Sheet	5 Pallets		

14	14	CBHU8990350	22-12-2018	40	LED BULB, CASING & Its Accessories only	1615 Pkg (Approx)		
15	15	HLXU6463895	18-07-2017	40	Plastic film in Rolls	18 Pallets		
16	16	CAIU8544168	07-07-2017	40	STOCK LOT PAPER	22 Pallets		
17	17	AMFU8784936	07-07-2017	40	STOCK LOT PAPER	13 Pallets Rest Loose		
18	18	TGBU5710654	11-07-2019	40	PALLETS & Its Accessories	560 Pallets, 6 Boxes of Nails, Wood beam for Pallets- 60 Pcs. Total 626 (Approx)	16060	
19	19	HLXU6392641	23-09-2016	40	Playing Cards, Vanity Box, Decorative Tree(Artificial),Chain Runner, Measuring Tapes, Polyster Fabric, Jackets		17280	
20	20	OOLU7646561	26-02-2017	40	IRON PIPES	117 pipes Approx		
21	21	CAIU4825336	24-05-2019	40	CardBoard Sheets	13 Pallets, each pallet 80 pcs (Approx)		
22	22	TGHU7304147	20-09-2015	40	STOCK LOT PAPER	Stock lot paper and plastic	25000	
23	23	TTNU9874242	20-12-2015		STOCK LOT PAPER	STOCK LOT PAPER	25500	
24	24	FCIU7463809	27-0-2018	40	Rags	Mutilated Rags	17000	Fumigation is essential at the time of delivery
25	25	FCIU7446993	27-10-2018	40	Rags	Mutilated Rags (Trimed condition)	2E+05	Fumigation is essential at the time of delivery
26	26	CRXU1154159	06-03-2015	20	Alluminium Alloy	Alluminium Alloy	25510	
27	27	HJCU2241191	06-01-2016	20	Steel wire	24 Pallets		

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

	ITEM/MATERIAL	REMARKS
LOT-1	Old W/B is 60MT Capacity , Size 18 Meter x 3 Meter , Lorry Weigh Bridge	old/condemned Weighbridge

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.

ICD/Rewari

Final List of old dated containers to be put up for auction to be held on 30-09-2020 at ICD-Rewari.

Lot No.	Container No.	CTR Size	CTR Type	S/Line CD	Arrival date	Container Status	Commodity	Remarks
1.	GESU2579160	20	GL	APL	11-11-2013	Import Loaded	Tin Plates	Put Both Containers in a single lot.
	APZU3225817	20	GL	APL	11-11-2013	Import Loaded	Tin Plates	
2.	CMAU1056858	20	GL	CMCGM	09-12-2016	Import Loaded	Auto parts	Single lot.
3.	IPXU3650611	20	GL	HLI	26-02-2018	Import Loaded	Release Paper	Single lot.
4.	TEMU0422948	20	GL	KMTC	06-03-2020	Import Loaded	Copper Cathodes	Single lot.
5.	TEMU0463356	20	GL	KMTC	04-03-2020	Import Loaded	Copper Cathodes	Single lot.
6.	TRHU2958511	20	GL	KMTC	04-03-2020	Import Loaded	Copper Cathodes	Single lot.
7.	FTAU1098294	20	GL	KMTC	04-03-2020	Import Loaded	Copper Cathodes	Single lot.
8.	BSIU2969617	20	GL	KMTC	03-03-2020	Import Loaded	Copper Cathodes	Single lot.
9.	SEGU2992347	20	GL	KMTC	03-03-2020	Import Loaded	Copper Cathodes	Single lot.

10.	TRHU2267438	20	GL	KMTC	03-03-2020	Import Loaded	Copper Cathodes	Single lot.
11.	FCIU6539622	20	GL	KMTC	03-03-2020	Import Loaded	Copper Cathodes	Single lot.
12.	TEMU0407650	20	GL	KMTC	03-03-2020	Import Loaded	Copper Cathodes	Single lot.
13.	SEGU2466168	20	GL	KMTC	03-03-2020	Import Loaded	Copper Cathodes	Single lot.
14.	TEMU0392020	20	GL	KMTC	03-03-2020	Import Loaded	Copper Cathodes	Single lot.
15.	TEMU1966102	20	GL	KMTC	02-03-2020	Import Loaded	Copper Cathodes	Single lot.

For ICD/Rewari online payment, account details of CONCOR are Name- Container Corporation of (I)Ltd., Bank Name Yes Bank, Ground & First Floor, Capital Exim Centre,Unit-G3,Okhla Ind.Area,Phase-2,NEW DELHI-110020 5. Bank Account Number 020881400000071, IFSC Code : YESB0000208.

ICD/AGRA

.NO.	CONTAINER NO.	SIZE	ARRIAL DATE	COMMODITY
1	TTNU2549024	20	17-10-2014 00:00	STEEL MEASURING TAPES

For ICD/AGRA - online payment, account details of CONCOR are Container Corporation of (I) Ltd., Bank Name – HDFC Bank, Branch – Sandoz, Mumbai . IFSC Code – HDFC0000240, Bank A/c No. AGRAIC413.

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.