

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) – 28-01-2021 DCT/TKD(TUGHLAKABAD) - 28-01-2021 MMLP/KHATUWAS – 27-01-2021 CFS/MAJERAHAT/CALCUTTA - 25-01-2021 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. Contact No 9755099684, 9560597263. DCT/TUGHLAKABAD – Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020Phone –9811411930 ,9560597218 MMLP/Khatuwas - Container Corporation of India Limited, Multi model Logistics Parks, Kathuwas, Distt. Alwar, Rajasthan, Pincode-301704, Contact No. 8826198230, 9910067195 MAJERHAT (CTKR), KOLKATA, - Container Corporation of India Ltd, CTKR Terminal,P-144 Remount Road, Kantapukur, Near Remount Road Railway Station, Kolkata-700088,West Bengal. Contact Person-Sh. Sanjiv Saha PH. 09163390931
Online Auction date	30.01.2021 (Details available on www.mstcecommerce.com)
Online Auction Result	The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 30.01.2021 or later

ICD-TKD

Lot no	Container No.	Size	Date of Arrival	COMMODITY	PACKAGES (Approx.)	NET WEIGHT OF THE CARGO(KG)	REMARKS
1	MOTU0623710	40	22-08-2016	Tanning Material	Loose	18010	
2	APHU6059825	40	07-11-2014	CNC Wire Cut machine EDM-EX40	1 Pkg		
3	BMOU5013018	40	20-08-2016	Tanning Material	Loose	17840	
4	CAIU9539377	40	22-08-2016	Tanning Material	Loose	19020	
5	CPIU5558045	40	07-04-2012	Base paper	18 Rolls	21700	
6	FSCU9455801	40	25-11-2016	Vanity Box, Lenses(Lens Roughly cut), Membrane Bottles, Electric Hoist, spray Bottles Nozzle head, Electric winch	Vanity Box- 219 Boxes, Each having 8 Pcs, Lenses Boxes(Lens Roughly cut)- 314 Boxes, having 10 Packs Each, with 36 pcs in Each Pack, Membrane Bottles for RO- 16 BOXES, each having 25 pcs Each, Electric Hoist- 32 Pallets, 1 Hoist in Each Pallet, Spray Bottle Nozzle heads- 72 Boxes, each having approx 1000 pcs each. Electric Winch- 70 Boxes Approx.		

7	HLXU8035366	40	29-04-2015	HID discharge lamp system, Mobile Holder, Garden Swing, PU rolls, Wiper Blades, LED LIGHTS, Hole Saw, Furniture in SKD Condition, Car Speakers, Car Key Lock system, Carpet Runners, Wire, assorted Items FOR Bed Room, Chairs, Tables, Chair Seat, Steel stands, Wardrobe installation Accessories.	498 PCKG	15020	
8	KKFU1759263	40	25-07-2011	Plastic Soup Spoons & plates	Plastic Soup Spoon box- 1300 Pckgs Approx (Each Containing 1000 pcs). Plates- 430 Pckgs Approx (Each Containing 120 Pcs). Total 1730 Pckgs		
9	KKTU7171076	20	25-06-2013	Cement Bricks	1600 Pcs Approx	24280	
10	MRKU4664402	40	12-05-2019	Wooden Plywood	12 Pallets	23680	
11	TLLU4595449	40	28-03-2018	Old and used carpets	19 Rolls	25430	
12	DRYU9234872	40	03-04-2017	Old and used cloth in bales-Rags	47 bales	14670	
13	ECMU4281114	40	17-11-2006	Old and used cloth in bales-Rags	47 bales	27630	
14	INKU6413301	40	04-09-2016	Old and used cloth in bales-Rags	47 bales	12010	
15	MAGU5437718	40	20-11-2014	Old and used cloth in bales-Rags(Mutilated)	42 Bales	27400	
16	TCLU1706480		16-06-2016	Premutilated Old & Used Denim Cloths in bales	49 bales	28880	
17	FCIU8601775	40	11-06-2017	Printed Paper Films (Plastic Material)	Loose	22000	

18	FCIU7463809	40	27-0-2018	Mutilated Rags	Loose	17000	Fumigation is essential at the time of delivery
19	FCIU7446993	40	27-10-2018	Mutilated Rags (Trimed condition)	Losse	175000	Fumigation is essential at the time of delivery
20	CAIU4825336	40	24-05-2019	CardBoard Sheets	13 Pallets, each pallet 80 pcs		
21	ESPU2015694	20	16-10-2011	Polyster fabric in Rolls	Loose	7875	
22	HJCU8333783	20	26-10-2013	COPPER ENAMELED WIRE	95 ROLLS	830	
23	MAEU6801175	20	29-05-2010	Melting Scrap(HMS)	LOOSE	19610	The auction should be limited to Actual user for recycling of scraps or the trader on behalf of Actual user registered with SPCB.
24	MSKU5128345	20	04-02-2016	Machinery part and accessories	83 Pkg	4270	
25	PONU8056491	40	28-08-2017	Loose Clothes in Boxes(Assorted Colour & types)	272 Pkg	15550	
26	PCIU1028255	20	09-02-2016	Chilling Plant trane & 2 Pallet Accessories	248 Boxes	7360	
27	GATU1033477	20	13-03-2005	Used and old tyre	Loose	2480	
28	BMOU4188011	40	26-01-2019	T-Shirt in Boxes (Assorted Sized), Glasses, Plastic Glass (Beer)- Brand Mentioned Fosters, Whisky Glass, Dinner Set(Gift Box- Brand Name- MACALLAN SINGLE MALT WHISKY),Ice Cube Bucket, Head Caps(Brand Mentioned- Corona Beer), Tissues, Jewellery Box, Key Chains, Bottle Opner,Water Cooler Box. Bats Signed by Sunil Gawaskar-1 pc, 1 Bat mentioning Shane Warne.	655 Package		

29	NYKU5742423	40	04-11-2014	Apple Slicer, Soap stand Box, Spoon Stand, Flower Glass Base, Dry Fruit tray, Grater, Gift Items of Glass(Assorted Types), Photo frames, Deep Fry Strainer, Snap hook, Plastic Bottles (Assorted Sizes), Readily Cup(Assorted Sizes & Colours), Knife, Cloth Stands, Candle Stands, Makeup Mirror, Small Candle Stands, Small bags, Fluorescent (Night Glowing Wall stickers), Files, Spoons, laundry Basket, Gift Items(Assorted Sizes)-Containing Images of Hindu Gods, Decorative Tray, Wooden flower Vase, Flower(Plastic),Floor Mat, wall Clocks.		9190	
30	TTNU2408290	20	13-03-2005	Used tyres	Loose		
31	CLHU2740965	20	04-02-2011	Duditerm Adhesive		17960	
32	MRKU8752800	20	21-11-2018	Used Wooden Decorative Items, Old used Clothes-,Piano, Toys, Old Book box, Used and Old Kitchen Items, Cycle for Kid, Glass Items (used), Curtain & Blanket, Curtain & Medicine(Mixed), Kitchen Glass Items, Wooden Item, Used Kitchen Items, Yoga Mat, Used clothes & Kitchen items, Ladies Bag, Kitchen Accessories(Used), Toy & Yoga Mat, Mixer Grinder, Toys, Contains, Ladies Cosmetic Items(Mix)	60 Pkgs, Rest loose		

33	BMOU4586150	40	21-08-2016	Plastic Flowers in bags-70 Pckgs, Flower vase (Tokri)-3 Pckgs, Channels (10 Inch)-882 Pckgs, Each Contains 30 pcs, Jacket Bags(Assorted Sizes & Colors)-90 Pckgs, Candles-52 Pckgs, Each Containing 144 pcs, Belt Buckles only-203 Pckgs, Each Containing 25 boxes, each Box has 12 pcs, Mirrors-50 pcs, Plastic Big Flowers-7 Boxes, Flower Plastic Sticks-8 Bags	1365 Pkgs		
34	FCIU2813951	20	30-11-2014	Close End Glass Tube- 282 Boxes Approx, Each having 120 Pcs, Glass Flask- 99 Boxes, Each Containing 35 pcs	381 Boxes		
35	GESU4501319	40	20-06-2013	CFL TUBES(Incomplete-Condition, only glass discharge Tubes)	690 boxes (each box has 360 pcs)	8040	
36	MRKU4794108	40	17-07-2015	Leather in trimmed condition IN bags	LOOSE	20030	
37	MSKU2325905	20	01.09.2005	CEMENT BLOOCK STRUCTURE	LOOSE	20640	
38	ESPU2006373	20	31-03-2007	Dirt in jumbo Bag.14 BAGS	14 Bags		
39	GRMU3408231	20	20-05-2017	Polished slab (Marble)	120 pcs.	22083	
40	CBHU9154251	40	11-06-2017	Radiator for Vehicles	1400 pcs	5610	
41	OCGU8030132	40	18-08-2016	Tanning Material.	Loose	17960	

42	PCIU8408956	40	19-09-2014	Rags- Old & Used cloths in bales.	42 Bales	28880	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus (AS) dated 11.02.2019. Further fumigation is required before delivery of the goods.
43	PONU7443074	40	08-08-2015	Used tyres (Jumbo size)	LOOSE	16400	NOC from CPCB AND CLEARANCE MAY BE ALLOWED AFTER MAKING ONE CUT.
44	PONU7645780	40	26-04-2003	Paper Rolls- Stock lot paper-Non Coated	13 rolls	25240	
45	PONU7911431	40	14-04-2015	PVC Panels in Pkgs	1100 Pkgs Approx.Each Pkg 10pcs	23100	
46	TCLU6266362	40	22-11-2016	POP CORN MACHINE, MULTI Bread Toster & Griller (POWER CONSUMPTION : 2700W), Card Boart Sheets,Ladies bagss, Printing Paper Rolls, Caulking Gun, Hanger,Polyster Fabric Roll,Wire, Door Slider, Dispenser,Cereal Dispenser, Empty barrells	597 Pkgs		

47	TCLU9547234	40	02-12-2016	Rags- Old & Used cloths in bales.	45 Bales	25780	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.2019. Further fumigation is required before delivery of the goods.
48	TCNU4344566	40	28-03-2018	Old & Used Carpet rolls(Rubber)	22 Rolls	26240	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.2019. Further fumigation is required before delivery of the goods.
49	TCNU7469227	40	16-09-2016	Rags- Old & Used cloths in bales.	45 Bales & Rest Loose	25080	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.2019. Further fumigation is required before delivery of the goods.
50	TEMU7573340	40	06-11-2016	Polyester fabric in Rolls	958 Rolls	23140	
51	TRLU7433170	40	06-08-2018	Polyester Fibre in rolls & loose Condition	18 Pallets & Rest Loose	18880	
52	TRLU7550860	40	01-01-2010	CFL Half Spiral Glass Tube	2200 Pkgs approx. Each Carton containers 280 pcs		

53	UACU5740100	40	23-05-2018	Rags- Old & Used cloths in bales.	51 BALES	28400	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.2019. Further fumigation is required before delivery of the goods.
54	ONLU4102731	40	02-09-2019	Table Tennis Rackets, Football, Baby Clothes, Badminton	Table Tennis Rackets-380 Boxes, Each box 72 Pcs, Football- 160 Boxes, Each box 70 Pcs,Baby Clothes- 92 Bags, Each bag 108 Pcs, Badminton- 190 Boxes- Each Box 108 Pcs.		
55	CMAU1300645	20	20-11-2013	Door Locks & Accessories.	22 Plts		
56	TCNU8277785	40	06-02-2017	Old & Used Premutilated Mix Clothing in Bales. Each bale 45 kg		27080	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus. (AS) dated 11.02.2019. Further fumigation is required before delivery of the goods.
57	CRXU9813566	40	16-09-2014	Premutilated rags in Bales	43 bales	21820	Fumigation required
58	TCNU4360865	40	28-07-2018	Footwear in Boxes- Brand Indigo	498 Boxes. 12 pair each box		
59	TGBU5910457	40	23-05-2019	Wooden Board in pallets	14 Pallets, each pallet 54 Pcs	28000	

60	CAXU9675708	40	06-06-2014	Cleaning Mops	175 Cartons, Each Carton has 20 Pcs		
61	HLBU1248275	40	03-09-2015	EPDM Rubber	15 Pallets, each pallet 50 Bags	19340	
62	TEMU7428510	40	17-08-2016	Tanning Material	Loose	19480	
63	MEDU8332880	40	14-01-2017	Old and used cloths in bales-Mutilated.	60 Bales.	27930	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.2019. Further fumigation is required before delivery of the goods.
64	TCNU4892472	40	22-08-2016	Tanning Material	Loose	23110	
65	TGHU7550217	40	05-09-2016	Old and used cloths in bales-Mutilated.	10 Bales & Rest Loose	17100	Bidder is to be listed as Co-operative Societies/ Organisation under circular No.711/2/98-Cus(AS) dated 11.02.2019. Further fumigation is required before delivery of the goods.
66	CAIU2633340	20	16-07-2015	Carpet Rolls, Assorted Sizes	500 Roll.	23140	
67	TRHU2111698	20	07-12-2013	Medical Equipment- (Die Cast)	8 Pallets	3490	
68	TGHU6212642	40	17-08-2016	Tanning Material	Loose	18930	
69	UACU5680994	40	19-01-2017	Paper Rolls-Coated	7 Pallets & Rest Loose	23280	
70	TCNU8875703	40	26-04-2013	CFL Half Spiral Glass Tube	582 boxes. Each box 360 Pcs		

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

DCT-TKD

Lot no	CTR NO	SIZE	STATUS
1	CXIU2221381	20	EMPTY USED CONDEMNED CTR
2	CXNU2226908	20	EMPTY USED CONDEMNED CTR
3	ILCU5022737	20	EMPTY USED CONDEMNED CTR
4	CXIU3212492	20	EMPTY USED CONDEMNED CTR

For DCT/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.

MMLP-KHATUWAS

S. No.	Caontainer No.	Ctr Size	Arrival Date	Commodity	Wt./No. of Packets
1	Part Cargo (CAIU9574207)	40'	12.01.2019	Aluminium Foil	06 Pallets
2	Part Cargo (BHCU3184203)	20'	23.01.2019	Aluminium Foil	08 Pallets

For MMLP/KHATUWAS, online payment, account details of CONCOR are - Name - Container Corporation of (I)Ltd North Region ., Bank Name – HDFC Bank LTD, Branch – Sandoz house Worli Mumbai , IFS Code – HDFC0000240, Bank A/c No. **CONNRO072**.

CFS CTKR- MAJERAHAT

SL NO	CONTAINER NO.	SIZE	CARGO	LOT NO
1	MRKU2445431	40'	BED SHEET / Woven Fabric	1
2	MRKU6796408	20	Flexitank prepared additives to cement mortars concrete	2
3	TCLU9677726	40	Medical Equipment	3
4	FSCU3070952	20	FURNACE OIL	4
5	FCIU3111142	20		
6	CRXU2144303	20		

FOR CTKR/Majerahat

Name - Container Corporation of (I)Ltd., Bank Name - Punjab National Bank, Branch –BRRBB ROAD Branch-Kolkata-700001, IFS Code – PUNB0009000, Bank A/c No. 0090002100130112.

TERMS & CONDITION'S

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.

