

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

Web Site: www.concorindia.co.in Email: tkd.auction@concorindia.com

AUCTION CONDUCTED BY: M/s MSTC Limited,

Jeewan Vikas Building,
 30-31 A, Asaf Ali Road,
 New Delhi-110002
[Tel:011-23211679](tel:011-23211679)

E-mail: pkosinha@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) :14-12-2021
	CTKR/MAJERHAAT TERMINAL:10-12-2021
	SHALIMAR TERMINAL: 10-12-2021
	ICD/DDI: 08-12-2021
	DCT/ Phillaur-08-12-2021
	ICD/DADRI: 14-12-2021
	SONIPAT/ RAI – 09-12-2021
	ICD/Moradabad : 13-12-2021
Venue of Inspection	Time for inspection from 10:00 Hrs to 16:00 Hrs
	ICD/TUGHLAKABAD – Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020. Contact No 9560597207,
	CTKR, Majerhat Terminal, P-144 Remount Road, Kantapukur, Kolkata – 700088, West Bengal
	Contact Person-Sh. Sanjiv Saha Contact No. 09163390931

	<p>Shalimar Terminal, ARM Building, Gr. Floor, Shalimar, Howrah – 711103. West Bengal</p> <p>ICD/DDL, LUDHIANA- Container Corporation Of India Ltd., Inland Container Depot, Focal Point, Dhandari Kalan Ludhiana – 141001, Ph: 8288096415,9779230337</p> <p>DCT/PHILLAUR: Container Corporation of India Ltd, Domestic Container Terminal, Opp. Phillaur Railway Station, Phillaur – 144410.</p> <p>ICD/DADRI – Container Corporation. of India Ltd., Inland Container Depot, Noida-Dadri Road, Near Dadri Railway Station, Tilapata, Greater Noida, Dist. GautamBudh Nagar (U.P.) Contact No. 0120-2352800 , 9560797221</p> <p>FHEL/SONIPAT :Fresh & Healthy Enterprises Ltd, HSIIDC Industrial Estate Rai, Sonapat-131029, Tel: 9319326670</p> <p>ICD/MORADABAD- ICD/ Moradabad- Container Corporation of India, Inland Container Depot, Loco shed , Moradabad-244001 Contact No. 8171111286</p> <p>ONLINE AUCTION DATE:15-12-2021</p> <p>ONLINE AUCTION RESULT:</p> <p>The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 15-12-2021 or later</p>	
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ICD/TKD

Sr.no.	Container no.	Size	Date of Arrival	Cargo	Weight	Pkgs	Remarks
1	KKFU7162505	40	29-08-2011	Waste Rubber for Recycling	25290	Loose	CPCB clearance is required.
2	SUDU6560932	40	20-12-2013	Nitrogen Tyre Inflation Machine, Wet & Dry Vaccum Cleaner,Foam Machine	3950	150 pcs ,	Nitrogen Tyre Inflation Machine-50 Pcs, Wet & Dry Vaccum Cleaner-50 Pcs,Foam Machine-50 pcs
3	GATU8525885	40	11-04-2008	Footwear Loose Condition	9770	730 PCKGS Approx	

4	CLHU9011040	40	19-06-2011	Carpets for recycling-Synthetic Waste		LOOSE	
5	MSCU3770660	20	02-06-2011	zinc Sulfate 25 KG EACH BAGS	23000		
6	TEXU2256156	20	20-12-2002	Rough Stone Tiles assorted Sizes in Pallets(Assorted Sizes & some pallets broken)	27180	27 Pallets	
7	SUDU5803730	40	15-07-2010	RUBBER FOR RECYLING PURPOSE	40440	LOOSE	CPCB clearance required
8	CMAU4183861	40	20-06-2014	Premutilated Old Mixed Rags	26010	31 Bales	Fumigation is required before delivery of the goods.
9	RWAU2408829	20	10-09-2006	Glassware	11430	650 Pckgs Approx	GLASS PLATES- 270 Boxes, Each having 12 pcs, Glass Bowl-380 Boxes approx , having 6 dozen in Each Box
10	IMTU9098445	40	07-02-2015 23:51:00	WOOD VENEER	24550	42 bales	
11	MSCU9139457	40	01-09-2016 07:47:00	used and old clothes in Bales - Mutilated Clothes observed	21280	30 Bales	Fumigation is required before delivery of the goods.
12	TRLU7213406	40	16-11-2011	used and old clothes in Bales - Mutilated Clothes observed	24820	32 Bales Approx	Fumigation is required before delivery of the goods.
13	GESU4772917	40	09-07-2010	used and old clothes in Bales - Mutilated Clothes observed	25370	30 Bales	Fumigation is required before delivery of the goods.
14	CAIU2438723	20	03-11-2013, 16:28:00	BRICKS	15525	221 Pcs Approx	Cement Blocks DIMENSION 19"*9"*3"
15	GESU4501319	40	20-06-2013	CFL TUBESCFL TUBES(Incomplete-Condition, only glass discharge Tubes)	8040	690 BOXES APPROX.	
16	HLXU8089969	40	16-12-2018 23:22:00	BUTYL RUBBER	19830	14 Pallets	
17	TGHU7215287	40	04-02-2013	Old clothes bales fully loose and mutilated condition and soiled	8000		Completely premutilated rags (not repairable old clothes) as per Board's Circular No. 36/2000-Cus dated 08.05.2000. Buyer is required to fumigate the same before further sale.
18	TCLU6597627	40	20-12-2014	Reclaimed Rubber	28310		CPCB clearance is required.
19	MRSU3999940	40	14-03-2018 01:22:00	Shoes- Brands(Nike, Adidas) & assorted Brand		440 Pckgs	Each Pckg has 36 Pairs

20	CBHU9154251	40	11-06-2017 20:40:00	Radiator for Vehicles	5610	305 PCKG	1400 Approx pcs calculated of assorted Sized . Brand unknown
21	OCGU8030132	40	18-08-2016 02:53:00	Tanning Material IN BAGS	17960		
22	TCNU4344566	40	28-03-2018 05:06:00	Old & Used Carpet rolls(Rubber)	26240	22 Rolls	Fumigation is required before delivery of the goods.
23	TCNU4892472	40	22-08-2016 11:01:00	TANNING MATERIAL	23110		
24	TEMU7428510	40	17-08-2016 16:13:00	Tanning Material	19480		
25	TGHU6212642	40	17-08-2016 15:53:00	TANNING MATERIAL	18930		
26	CAIU2633340	20	16-07-2015 16:44:00	Carpet Rolls, Assorted Sizes	6460	500 Rolls Approx	
27	HLXU6097604	40	14-06-2009	tyres	10760	800 pcs Approx	may be cleared by making one cut.
28	TRLU7550860	40	01-01-2010	CFL Half Spiral Glass Tube		2200 pckgs approx.Each Carton containers 280 pcs	
29	TCNU8875703	40	26-04-2013	CFL Half Spiral Glass Tube		582 boxes Approx	Each box has approx 360 pcs Approx
30	PCIU8408956	40	19-09-2014	RAGS- OLD & USED CLOTHS IN BALES	28880	42 Bales	Fumigation is required before delivery of the goods.
31	TGHU7550217	40	05-09-2016 00:02:00	OLD AND USED CLOTHES IN BALES- MUTILATION ON CLOTHES OBSERVED	17100	10 Bales & Rest Loose	Fumigation is required before delivery of the goods.

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.

EASTERN REGION

Sl No.	Container no.	Type	Cargo	Lot No	Location of the cargo
1	CXNU1112520	20'	'Ceramic Tiles'	1	Shalimar Terminal, ARM Building, Gr. Floor, Shalimar, Howrah – 711103, West Bengal
2	CXNU1109933	20'	'Ceramic Tiles'	2	
3	CLHU3026905	20'	'Golf Cart in Knocked down condition' (also called Golf Car) As per Ch. Engg. "Goods are NEW & UNSUED, Standard quality and are useable, having full life"	1	CFS-CTKR (Customs Area), Majerhat Terminal, P-144 Remount Road, Kantapur, Kolkata – 700088, West Bengal

FOR PAYMENT DETAILS (EASTERN REGION)

NAME OF ACCOUNT HOLDER	NAME OF BANK	IFSC CODE	Account Numbers	Customer Code	Customer Name	E- Mail ID1	cMobileNo	Location of the Terminal
CONTAINER CORPORATION OF INDIA LTD EASTERN REGION	HDFC BANK	HDFC0004989	CONEROCFS	CFS	Sandip Karmakar	skarmakar@concorindia.com	9163390922	CFS- Majerhat, Kolkata
CONTAINER CORPORATION OF INDIA LTD EASTERN REGION	HDFC BANK	HDFC0004989	CONEROCTKR	CTKR	Shyam Kishore Agarwal	shyam@concorindia.com	9163390936	CTKR - Majerhat, Kolkata
CONTAINER CORPORATION OF INDIA LTD EASTERN REGION	HDFC BANK	HDFC0004989	CONEROSHM	SHM	Debopam Banerjee	dbanerjee@concorindia.com	9078087910	Shalimar, Howrah, West Bengal

ICD/DDL

S.NO	SLINE_CD	CTR_NO	SZ	ARR_DT	COMM_DESC	CUSTOMS REQUIREMENT/COMPLIANCE TO BE DONE BY THE BIDDER BEFORE GETTING OUT OF CHARGE
1	MAI	TCLU5907538	40	13/09/2020	POLYESTER KNITTED FABRIC	Textile committee report required
2	MAI	MSKU0659570	40	21/02/2015	USED MACHINES	NIL

DDL LUDHIANA ,online payment, account details of CONCOR are - Name - Container Corporation of (I)Ltd North Region ., Bank Name –HDFC Bank LTD, Branch –Kanjumarg, Mumbai , IFS Code – HDFC0004989, Bank A/c No. **CONNRO061**.

DCT/PHILLAUR

S. No	Container No	Cargo/Commodity Description
1	CXNU2215740	Jute Gunny Bales
2	ILCU5037450	Jute Gunny Bales
3	ILCU5017330	Jute Gunny Bales
4	CXNU1224979	Jute Gunny Bales
5	NSLU2002557	Jute Gunny Bales

The brief particulars regarding RTGS are as follows:

Beneficiary Bank Account : CONNRO066

No. Beneficiary Name : CONTAINER CORPORATION OF INDIA LTD NORTH
Dealer/ Customer REGION

Code Dealer/ : 66

Customer Name : Sarvana Kumar S.

The Branch Name and IFSC code as below:-

Bank Name : HDFC Bank Ltd.

Branch Address : Sandoz House, Worli, Mumbai 400018

IFSC Code : HDFC0000240

ICD/DADRI

Lot no.	Container no.	size	Commodity	Approx. wt.	Location
1	HJCU2132462	20	PI LAMP(SPARES)	5530KG	
2	FCIU9120537	40	HOME CARE PRODUCTS	3994 KG	
3	08 nos. of CONDEMNED Power Pack (PP-1 to PP-8)		TYPE: Technical condemned domestic material	100 MT	Tech workshop ICD/DADRI , State: Uttar Pradesh

For ICD/DADRI, GAUTAM BUDH NAGAR online payment, account details of CONCOR are - Name - Container Corporation of (I) Ltd., Bank Name – HDFC Bank, Branch-Sandoz branch Mumbai, IFSC –HDFC0000240 Bank A/C no. DADRIC403.

FRESH & HEALTHY ENTERPRISES LIMITED

HSI IDC INDUSTRIAL AREA, RAI, SONEPAT, HARYANA-131029

Lot Nos.	Description of Items	Quantity in approx. Nos./ Lot / Kgs.
1	New Trays for 6 pcs Gift Packs. (1 Lot of approx. 5200 Nos. of trays having approx. weight of 104 Kilograms. Delivery will be given by weight)	1 Lot
2	New Trays for 12 pcs Gift Packs. (1 Lot of approx. 5300 Nos. of trays having approx. weight of 238 Kilograms. Delivery will be given by weight)	1 Lot
3	New Trays for 20 kgs apple boxes. (1 Lot of 8 bundles of 100 Nos. of trays having approx. weight of 72 Kilograms. Delivery will be given by weight)	1 Lot
4	Swepted Waste of misc. used packing material and wooden pallets, 20 MT approx. Delivery will be given by weight-20,000 Kgs approx.	20,000 kgs approx (Rate to be quoted on per Kg basis)

1. The above material is available for inspection by the prospective bidders on the above address.	
2. The sale would be on as is where is basis.	
3. Applicable taxes would be extra.	
4. The quantities/ weight indicated are tentative. However, the payment would be for the quantities physically delivered.	
5. The bidders may bid for full quantity, Lot-wise.	
6. The weight indicated is approx. may vary. However, the delivery will be given on actual weight basis. The bidders are advised to visit the location and make their own assessment before bidding.	

For ICD/Sonapat/FHEL- online payment, Bank details are as under

Beneficiary –Fresh and Healthy Enterprises Ltd.

Bank-Yes Bank,HSIDC, Camp Office, Rai, Sonapat-131029

Account no:005981400000031

IFSC Code:YESB0000059

ICD/MORADABAD

Container No.	Size	Date of Arrival	Comm.	Wt. (approx.)
TRLU4809217	40	25-08-2014	Gravel	7100 kg
HLXU4201582	40	25-08-2014	Gravel	7000 kg
BSIU2620728	20	17-03-2015	Zinc dross	20200 kg
BSIU2753485	20	17-03-2015	Zinc dross	21000 kg

For ICD/Moradabad online payment, account details of CONCOR are Container Corporation of (I) Ltd., Bank Name – HDFC Bank, Branch – Kanjurmarg Mumbai . IFSC Code – HDFC0004989, Bank A/c No. CONNRO055.

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: Abhishek Gunawat

Email id: agunawat@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.