

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: agunawat@mstcindia.com
Website: www.mstcecommerce.com

CONCOR ONLINE AUCTION SALE

M/s Container Corporation of India Ltd. (CONCOR) will sell various types of Uncleared/Unclaimed cargo brought into India and Scrap items, Damaged Empty Containers, etc, through Online Auction in accordance with Section 48 of the Customs Act, 1962 and Customs Circular No. 49/2018-Customs dated 03.12.2018, which shall be conducted through M/s MSTC Limited, which is an e-auction service provider. It is to be noted that M/s MSTC Limited will provide only the portal for obtaining information and facilitate the e-auction. The sale and purchase are made directly between the seller and the buyers.

SCHEDULE OF PROGRAMME

Inspection schedule of Materials: Date & Timings	
	<p>Place: ICD/TKD(TUGHLAKABAD)</p> <p>Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020. Contact No 9560597207</p> <p>Date: from 14-01-2022 to 15-01-2022 Time: from 10.00 hrs to 4.00 hrs</p> <p>Place: ICD/DDL (Ludhiana)</p> <p>Container Corporation Of India Ltd., Inland Container Depot, Focal Point, DhandariKalan Ludhiana - 141001, Ph: 8288096415,9779230337</p> <p>Date: from 10-01-2022 to 10-01-2022 Time: from 10.00 hrs to 4.00 hrs</p> <p>Place: DCT/PHILLAUR & SURANUSSI</p> <p>Container Corporation of India Ltd, Domestic Container Terminal, Opp. Phillaur Railway Station, Phillaur - 144410.</p> <p>Container Corporation of India Ltd, Rail Container Terminal, Near Suranussi Railway Station, Suranussi - 144027.Jalandhar</p> <p>Date: from 11-01-2022 to 11-01-2022 Time: from 10.00 hrs to 4.00 hrs</p> <p>Place: ICD/AGRA</p> <p>Container Corporation of India Inland Container Depot Rear Taj View Road, Moti Mahal Agra East Bank, Agra(UP)-Contact no-9560391705</p> <p>Date: from 12-01-2022 to 12-01-2022 Time: from 10.00 hrs to 4.00 hrs</p>

	Place: ICD/MORADABAD Container Corporation of India, Inland Container Depot, Loco shed , Moradabad-244001 Contact No. 8171111286 Date: from 13-01-2022 to 13-01-2022 Time: from 10.00 hrs to 4.00 hrs
Online Auction date	17-01-2022
Online Auction Result	The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 17-01-2022 or later

ICD/TKD

Sr. no.	Lot no.	Container No.	Size	Date of Arrival	Cargo Description	Gross weight(as per IGM)	No. of Packages(approx)	Remarks
1	1	MRKU4210544	40	22-03-2020 02:40:00	HONEY COMB PADS	2.04	240 pkgs	
2	2	TGCU2111105	20	15-10-2020 03:22:00	HOTEL ITEMS	4.26		
3	3	TCNU1183365	40	21-11-2017 12:08:00	EMBROIDERY MACHINE	8	1 SET	
4	4	WHLU5351800	40	23-02-2015 12:13:00	EMBROIDERY MACHINE	10	4 PKGS	
5	5	APHU6314793	40	25-11-2017 09:00:00	EMBROIDERY MACHINE	8	1 SET	
6	6	APHU7209004	40	23-11-2017 14:10:00	EMBROIDERY MACHINE	8	1SET	
7	7	ESPU8017837	40	16-03-2018 03:00:00	LASER CUTTING AND ENGRAVING MACHINE & INDUSTRIAL WATER CHILLER	8.45	40 PKGS	MODEL NO S-9060-8 PKGS,S-10080-6 PKGS,S-1410-6 PKGS ININDUSTRIAL WATER CHILLER-20 PKGS
8	8	GLDU3877967	20	20-09-2019 06:05:00	CRESCO BT EXPANDING WATER STOP,STABOX 12B,FRADIFLEX ELEMENT FORCRACK INDUCER L2.5M,TUBBOX MULTI,DISTANCE TUBE	5.46	14 PKGS	
9	9	CRXU9866376	40	01-09-2018 08:42:00	OLD AND USED CONDENSING UNITS,EVAPORATOR, CHILLER PARTS	5.3	LOOSE CONDITION	
10	10	EMCU3406557	20	28-08-2018 19:25:00	OLD AND USED CONDENSING UNITS ,INCLUDING STRUCTURE IN DISMANTELLED FORMS	.93	LOOSE CONDITION	

11	11	FSCU6956728	40	18-06-2015 17:11:00	ALL OLD AND USED MACHINERY	6.8	5 PKGS	OLD MACHINES(WORKING & NON WORKING CAN'T BE ASCERTAINED)- CONSISTS OF USED HYDRAULIC SHEAR MACHINE, Optical Inspection System, ACCULINE Hydraulic Multilayer Alignment Punch System, Scrap machine- TMP Mass Lamination Vacuum Multilayer Heated Platen Press, 140 Ton-mfg 1988,Circuit X-Ray Inspection System-mfg-2011. and table as accs
12	12	TRLU5773839	40	18-06-2015 17:08:00	ALL USED SCRAP MACHINERY- consists of machinery of year 1988 & above, and contains: TMP Mass Lamination Vacuum Multilayer Heated Platen Press, Morton Electronic Materials TEK troller, Scrubber , microscope heads, Stereo Zoom Microscopes, wide stand inspection microscopes, Exhaust ducting, tool cleaning Paper Dispensers, Opti-Scale Optical Scale, Lot of Miscellaneous Spare Parts, Storage Cabinets, caul plates and Misc.	13.61		As machines are old from year 1988, these machines may not fit the required standard as prescribed by BIS, and other authorities. It's in my opinion should be sold for recycling only to CPCB/SPCB RECYLERS.
13	13	HLXU3266085	20	25-04-2021 09:47:00	MACHINE- MODEL NO: MC -967, YU FONG TECHNOLOGIES CO LTD	4.5		MACHINE USED FOR CUTTING PURPOSE
14	14	OOCU6725187	40	04-01-2021 05:00:00	MASK MAKING MACHINE	4.66	24 PKGS	
15	15	OOLU8140475	40	27-07-2019 20:30:00	CRATES FOR EXHIBITION GOODS & TABLES & MISC.	5.29	LOOSE CONDITION	20 CRATES FOR EXHIBITION GOODS INCLUDES, TABLES, (A) table 13-APPROX, one cabinet, big size table, one smallsize table, display board & MISC
16	16	KKTU7915286	20	03-01-2021 17:30:00	BRICKS	8.98	180 PCS	
17	17	TEMU2416013	20	03-01-2021 17:30:00	BRICKS	11.1	200 PCS	

18	18	KMTU7358400	20	01-08-2014 07:33:00	STEEL DRUM WITH SOLIDIFIED CEMENT/DIRT INSIDE	9.48	48 PKGS	
19	19	CBHU8739410	40	15-12-2020 00:11:00	PVC TAPE	24.57	1080 BOX EACH BOX-10 PCS	
20	20	BAXU5044323	40	08-10-2015 17:56:00	CABLE WIRE	16.29	2100 PKGS	

DOMESTIC CONTAINERS:

Sr .no	Lot no.	Container No.	Size	Type	Owner	Date of mfg/arrival
1	1	CFLU2131394	20	SAC	OWN	04-06-1996
2	2	ILCU6503423	20	SAC	OWN	1/29/1996
3	3	CFLU2131476	20	SAC	OWN	04-06-1996
4	4	ILCU6504667	20	SAC	OWN	1/29/1996
5	5	CXNU1221157	20	SAC	OWN	1/30/1995
6	6	CXNU1222370	20	SAC	OWN	02-02-1995
7	7	CXNU1211170	20	SAC	OWN	04-01-1994
8	8	ILCU6502598	20	SAC	OWN	1/29/1996
9	9	ILCU6506700	20	SAC	OWN	5/16/1996
10	10	ILCU6512220	20	SAC	OWN	9/24/1997
11	11	ILCU6502520	20	SAC	OWN	1/29/1996
12	12	ILCU6503866	20	SAC	OWN	1/29/1996
13	13	CXNU1222678	20	SAC	OWN	02-05-1995
14	14	CXNU1217579	20	SAC	OWN	1/22/1997
15	15	NSLU2005659	20	SAC	OWN	9/28/1994
16	16	CXNU1225213	20	SAC	OWN	03-11-1995
17	17	CXNU1221250	20	SAC	OWN	1/25/1995
18	18	CFLU2132425	20	SAC	OWN	01-08-1996
19	19	CXNU1225759	20	SAC	OWN	3/21/1995
20	20	CXNU1221054	20	SAC	OWN	1/25/1995
21	21	CXNU2212674	20	EO	OWN	1/22/1999
22	22	CXNU1224808	20	SAC	OWN	03-03-1995
23	23	CXNU1222030	20	SAC	OWN	1/30/1995
24	24	NSLU2002860	20	EO	OWN	8/30/1994
25	25	ILCU6502880	20	SAC	OWN	1/29/1996
26	26	CXNU1215977	20	SAC	OWN	3/31/1995
27	27	NSLU2002140	20	EO	OWN	09-03-1994

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/DDL

S.NO	CTR_NO	SZ	ARR_DT	COMM_DESC	GORSS WT.	NO. OF PKG	APPLICABLE GST. IN %	CUSTOMS REQUIREMENT/COMPLIANCE TO BE DONE BY THE BIDDER BEFORE GETTING OUT OF CHARGE
1	MSKU0659570	40	21/02/2015	USED MACHINES	11020	LOOSE	18	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.**

ICD/AGRA

	Lot no.	Container no.	Size	Date of Arrival	Description of Cargo	Weight as per IGM	PKGS	Remarks
1	1	MEDU3858892	20	18-03-2021	SHOES	2485 KG	340 CARTONS	

Beneficiary Name:	CONTAINER CORPORATION OF INDIA LIMITED FREIGHT
Bank Name:	HDFC BANK LTD
Branch Name:	Sandoz Branch, Mumbai
IFSC:	HDFC0000240
Account No.-	AGRAIC413

ICD/MORAD**ABAD**

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

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

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

Suranussi:

S.No	Cntr No	Description
1	CXNU2215056	20' Empty Damaged Container
2	ILCU5025361	20' Empty Damaged Container

The brief particulars regarding RTGS are as follows:

Beneficiary Bank Account No.:CONNRO066

Beneficiary Name: Container Corporation of India Limited

Dealer/Customer Code: 66

Dealer/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

TERMS & CONDITIONS OF AUCTION

1. INSTRUCTIONS TO THE BIDDERS/BUYERS:

- 1.1. **SELLER** – Seller referred in these conditions of sale, is the Department of Customs through their officers AND/OR the Custodian, Container Corporation of India Ltd. (hereinafter referred to as CONCOR). All Payments are to be drawn in favour of the Custodian i.e. **Container Corporation of India Ltd.**

AUCTIONEER – is M/s MSTC Limited, which is an agency appointed as an auctioneer to facilitate E-Tender cum online auction on Internet by the Custodian. They are expected to facilitate organising and conducting an auction and are considered as third party not particularly interested in the item being sold for and on behalf of the Seller.

BIDDER - Any person representing as an individual OR as proprietor OR as a partner OR as an authorised representative of any company and who is getting registered with the Auctioneer is considered as a registered bidder. One individual can represent as a bidder on his own behalf or on behalf of his company. But the bidder cannot register separately for self & company at the same time. Bidder must read the terms and conditions of the auction sale very carefully and then only place his bid in the e-auction.

AUCTION/E-AUCTION – as hereinafter referred, is the online auction of unclaimed/uncleared cargo as specified hereinabove in the Schedule of Programme through e-tender or e-auction and in respect of cargo described hereinabove in the Terminal wise list of cargo. These Terms & Conditions are applicable to the present auction/e-auction only as defined herein and the terms and conditions of any other auction or online auction conducted by CONCOR shall be published or made known separately in the catalogue for the respective auction or online auction.

- 1.2. The intending bidders have to contact the Auctioneer being M/S MSTC LIMITED, JEEWAN VIKAS BUILDING 30-31 A, ASAF ALI ROAD, NEW DELHI-110002) to participate in the E-Auction.
- 1.3. All the Bidders need to register with GST and copy of certificate referring GST Registration Number and any other document as per requirement of Auctioneer needs to be submitted with AUCTIONEER for updating Bidder's Registration details. AUCTIONEER/Seller will not be liable to issue any Sale Order/Delivery Order/Invoice etc. wherever GST Registration Number is not submitted.
- 1.4. The sale is done through e-Tender cum e-Auction method. In case of e-Tender interested buyer can submit their bid through e-Tender only once. Buyers/ Bidders may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender.

- 1.5. ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON WEBSITE www.mstcindia.co.in (AUCTIONEER).
- 1.6. Though a facility is provided to bidders to select a category in the live auction floor; however, bidders/buyers, in their own interest are advised to go to live e-auction floor, after selecting "all categories" SELLER/AUCTIONEER will not be responsible for any oversight in selecting the category in live e-auction/lot on the part of bidders/buyers.
- 1.7. 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.
- 1.8. 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 (AUCTIONEER)/Seller at least one working day prior to the e-auction. No intimation in this regard will be entertained after the e-auction goes on live floor. No complaint, grievance or dispute from any bidder regarding any variation will be entertained by the Seller/Auctioneer.
- 1.9. The bidder should possess appropriate licenses as required by the concerned Authorities prior to bidding wherever applicable. Non availability of proper license/permit/clearances at the time of bidding has the effect of immediately disqualifying the bidder from participating in the e-auction and no complaint or grievance regarding such disqualification will be entertained by the Seller/Auctioneer, whether or not such license/permit/clearance/etc. is acquired at a later stage or not.

2. VALIDITY OF THE BIDS:

- 2.1 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 the Seller within stipulated period, the bidders have option to take refund of Security Deposit (SD) or may take the delivery of cargo.

3. PAYMENT OF SECURITY DEPOSIT (SD) AND RESULT OF AUCTION:

- 3.1 The successful bidders shall submit Security Deposit (SD) 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 calendar days** of e-auction/Lot being declared SOLD including the date of declaration of result by AUCTIONEER. **The SD must be @25% of sale value quoted (excluding GST) against each lot.** Upon receipt of SD within the time prescribed by CONCOR, a detail of such payments shall be provided to AUCTIONEER. Sale Order/Acceptance Letter will be issued by AUCTIONEER only after confirmation of FINAL Result from CONCOR.
- 3.2 The SD 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 Sale Order/Acceptance Letter is issued by AUCTIONEER on behalf of CONCOR.

4. FINAL PAYMENT:

- 4.1 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 calendar days from the date of Sale Letter/Order issued by AUCTIONEER (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).
- 4.2 In case the last 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.
- 4.3 Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter.
- 4.4 Any variation in GST or other relevant tax and any fresh statutory levies will be borne by the bidders/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.
- 4.5 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 SD will be taken against the bidder.
- 4.6 **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 balance sale value (including taxes as applicable), maximum up to 14 calendar days after the expiry of allowed time period for payment (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 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.

5. DELIVERY OF THE GOODS SOLD:

- 5.1 On receipt of full payment by CONCOR and service charge by M/s MSTC Private Limited (AUCTIONEER), delivery order shall be issued by AUCTIONEER with a duplicate copy to CONCOR. The delivery will be given from Monday to Friday during normal working hours i.e. 10:00 hrs to 18:00 hrs. The delivery will not be effected on Saturdays/Sundays and Gazetted holidays or holidays observed at the Terminal. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time i.e. 18:00 Hrs. In case if there is any delay while loading of cargo/container, the delivery time may be extended with the approval of Competent Authority.
- 5.2 **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 (seven) working Days from the date** of Delivery Order

issued by AUCTIONEER (including date of issuance of Delivery order). On the basis of delivery order, CONCOR will issue gate pass for the particular lot.

- 5.3** Bidders 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 the site/container within the specified time limit, failing which TSC will be charged from bidder @ **(*to be specified) 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 calendar days along with GST or other relevant taxes. Such TSC shall directly be deposited to CONCOR by bidder either through online mode or through Bank Draft. If bidder does not lift the cargo even after expiry of 60 days grace time, the sale shall 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. However, the concerned Area Head of CONCOR can relax this condition as deemed fit at the sole discretion of CONCOR. **(*Note:- Terminal wise TSC to be specified @40% of loaded TSC applicable for the respective terminals).**

*** In case Successful bidder intends to use CONCOR mechanized Equipment for handling of cargo/container at the time of taking delivery at ICD/TKD, the Mechanized Cargo/container(loaded/empty) handling charges as per prevailing Public Tariff will be collected by CONCOR from the bidder.**

- 5.4 The successful bidder shall produce the copy of AUCTIONEER issued 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 terminal premises on production of a Gate Pass issued from the respective terminal.
- 5.5 The representatives of CONCOR and Security Agency in the presence of the purchaser will jointly witness delivery of the material. In case any variation is noticed with regard to quantity/weight/quality, etc. w.r.t. goods being delivered vis a vis the details mentioned in Auction Catalogue, then CONCOR shall in no case be responsible for any variation and shall not under any circumstances entertain and make good the deficiency.
- 5.6 In case the Bidder intends to take the containers with cargo for De-stuffing, at their premises instead of de-stuffing the cargo at terminal then the applicable rules regarding tariff and other policy pertaining to factory de-stuffing will be applicable.

6. GENERAL TERMS & CONDITIONS:

- 6.1 All the materials are offered for sale on **"AS IS WHERE IS BASIS AND NO COMPLAINT BASIS"**. 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. Bidders/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/AUCTIONEER. The material offered for sale can be inspected during 10:00 AM to 04:00 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. as the details of the cargo are provided as per IGM message of ICEGATE. Bidders are not allowed to take the sample from the lot.

- 6.2 Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate and on the basis of IGM message of ICEGATE. However, the actual quality and quantity may vary. The material as offered has to be lifted by the buyer. No dispute in respect of size, measurement, number, weight will be entertained.
- 6.3 Sale of Hazardous Waste items, namely Old and Used Rubber Tyres/Scrap Cut & Baled Tyres/E-Wastes etc. will be governed by the Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments.
- 6.4 **FORCE MAJEURE:**
 - 6.4.1 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.
 - 6.4.2 A Force Majeure clause does not excuse a parties/bidder's non-performance entirely, but suspends it for the duration of the Force Majeure.
 - 6.4.3 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 and the period of delivery shall automatically be extended accordingly.
- 6.5 The decision of ED/Area 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 SD/Final payment/Lot rejection/acceptance in respect of e-Auction not specifically dealt with in the special terms and conditions of Auction sale. The concerned Area Head of CONCOR is authorised to modify any of the terms and conditions of this Auction document.

- 6.6 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 AUCTIONEER. The Material List & STC displayed under View Forthcoming Auctions on AUCTIONEER's e-Auction Website are tentative and subject to change at AUCTIONEER'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. AUCTIONEER 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.
- 6.7 Bidders 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.
- 6.8 CONCOR 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. CONCOR 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. CONCOR 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.
- 6.9 The Bidder's 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/terminal premises. They shall not touch any material except those materials 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.
- 6.10 **DISPUTES:** In case of any dispute, the same would be governed by Arbitration and Conciliation Act 1996 and as amended from time to time. 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.
- 6.11 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.

- 6.12 In case of accidents etc. to the bidder/labour/or his representatives CONCOR/AUCTIONEER 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.
- 6.13 CONCOR/AUCTIONEER will not be liable for any claim and bidder shall keep CONCOR/AUCTIONEER fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
- 6.14 No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the seller premises. The decision of the CONCOR's Officer or his authorized representative shall be final in this regard.
- 6.15 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.
- 6.16 The material will remain CONCOR's property unless and until all the conditions of sale are fulfilled. The mere payment of the purchase value 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.