

**Container Corporation of India Ltd.**

(A Govt. of India Undertaking. Ministry of Railways)  
B-301 Sakar-VII, Nr. Nehru Bridge Corner,  
Ashram Road,  
Ahmedabad- 380 009  
Phone No. 079-40273333  
**Email:nkvasu@concorindia.com**

**E-Auctioneer: M/s. MSTC Ltd.**  
21, KAMLANJALI APARTMENT,  
2ND FLOOR, ABOVE HDFC BANK,  
OPP. TUBE COMPANY, OLD PADRA ROAD,  
AKOTA, VADODARA-390020

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**E-AUCTION CUM E-TENDER SALE FOR EXIM & DOMESTIC LOTS**

M/s. MSTC Ltd.is an e-commerce 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. In terms of direction of Govt. of India, **Container Corporation of India Ltd.** is organizing E – Auction cum E-Tender Sale of EXIM & Domestic cargo/damaged containers lying at ICD Khodiyar, DCT-Khodiyar, CCT-Gandhidham, RCT-Vadodara and MMLP-Varnama on **Dt. 24.01.2022** through MSTC Ltd. Website: [www.mstcecommerce.com](http://www.mstcecommerce.com)

**SCHEDULE OF PROGRAMME**

<b>Inspection of Materials</b>	<b>17.01.2022 to 21.01.2022</b> between 11:00 AM to 17:00 PM on <u>Working Days</u> (Please note sample of cargo will be not allowed)
<p><b>Venue One</b> CONCOR ICD-Khodiya, Inland Container Depot. Jamiyatpura Village Road, Nr. Khodiya Railway Station, S.G. Highway, Dist.: Gandhinagar, Gujarat. Phone No. 079-23945002, Fax.079-23945048, Mobile: 8128663111. Email: pgbhatt@concorindia.com</p> <p><b>Venue Two</b> CONCOR DCT-Khodiya, . (Domestic Container Depot) Jamiyatpura Village Road, Nr. Khodiya Railway Station, S.G. Highway, Dist.: Gandhinagar, Gujarat. Mobile: 8347470999, Email: vrajulu@concorindia.com;</p> <p><b>Venue Three</b> CONCOR CCT-Gandhidham, Khari Rohar Road, Gandhidham – 370 201 Phone No.02836-235479, Mobile: 9967581044, 8128663143. e-mail: gim@concorindia.com; rohan.d@concorindia.com</p>	<p><b>Venue Four</b> CONCOR RCT-Vadodara, Nava Railway Yard, Near Alembic Bridge, Vadodara – 390002, Phone No.0265-2795749, Mobile: 9779230337,8128672501 Email: rajatgupta@concorindia.com; javedkhan@concorindia.com</p> <p><b>Venue Five</b> Multi Modal Logistics Park Varnama, Near Varnama Railway Station, Vadodara – 391243, Phone No.0265-2795749, Mobile: 9779230337, 8128672501 Email: rajatgupta@concorindia.com; javedkhan@concorindia.com</p>
<b>Earnest Money Deposit (EMD) for On-Line Auction &amp; e-Tender (Refundable)</b>	Individual EMD amount is mentioned against each lot in the Annexure-A for EXIM and Annexure-B for Non-EXIM. Online EMD is to be paid to MSTC.
<b>Online Auction Date &amp; Time</b>	<b>24.01.2022 from 11:00 hrs. to 16:00 hrs.</b>
<b>Finalization of Bids</b>	Approximate 15 Days from opening (Subject to Customs Approval)
<b>To BID for LOT basis.</b> The GST & any other statutory levies will be applicable Extra and payable by the Buyer as prevailing on the date of actual physical delivery of materials.	
<b>Delivery Period</b>	Please go through delivery clauses in bid document
<p><b>MSTC Ltd.</b>  <b>Vadodara office :</b>            21, Kamlanjali Apartment,            2nd Floor, above HDFC Bank,            Opp. Tube Company, Old Padra Road,            Akota, Vadodara-390020            Phone : 0265-2339672,2310606            Email : mpandey@mstcindia.co.in  <a href="mailto:asingh@mstcindia.co.in">asingh@mstcindia.co.in</a>  <a href="mailto:mstcvda@mstindia.co.in">mstcvda@mstindia.co.in</a></p>	

**GENERAL TERMS & CONDITIONS OF SALE**

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 (except applicable service charges which is to be paid to MSCT LTD.) are to be drawn in favour of the Custodian i.e. **Container Corporation of India Ltd.**
2. **AUCTIONEER** – 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 Container Corporation of India Ltd.
3. **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 paying the Earnest Money Deposit (EMD) and getting registered with MSTC Ltd. 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.
4. **All Contracts/Transactions entered into by the BUYER/BIDDER Arising out of this E-Auction cum E-Tender shall be governed by the Integrity Pact available on [www.concorindia.com](http://www.concorindia.com) and [www.mstcindia.co.in](http://www.mstcindia.co.in).**

**PARTICIPATION**

**5. Internet Auction: -**

- i. Auction will be conducted at the MSTC Ltd. platform. The prospective bidder has to register with the auctioneer MSTC Ltd. For more details it is suggested to please contact MSTC:  
Address: MSTC Ltd.  
21, Kamlanjali Apartment,  
2nd Floor, above HDFC Bank,  
Opp. Tube Company, Old Padra Road,  
Akota, Vadodara-390020  
Phone: 0265-2960354, 2960379, 2960385  
Email: [mpandey@mstcindia.co.in](mailto:mpandey@mstcindia.co.in)  
[asingh@mstcindia.co.in](mailto:asingh@mstcindia.co.in)  
[mstcvda@mstindia.co.in](mailto:mstcvda@mstindia.co.in)
- ii. Regarding Auction Time Period, Extension, Auto Bidding; bidder should go through terms and condition available on MSTC website.
- iii. The prospective bidder shall have to deposit Pre-Bid Earnest Money Deposit (EMD) of Individual EMD as mentioned against individual lot of the above locations, in the office of MSTC Ltd.
- iv. EMD of unsuccessful bidders will be returned by M/s MSTC Ltd. to the bidder.

## 6. EMD Forfeiture

Bidder participating for all lots has to make the balance payment & take delivery of all the lots allotted to him. In case for any of allotted lot, bidder doesn't take delivery of lot with in the stipulated time or the time extended by CONCOR the EMD and balance payment made for that particular lot will be forfeited . In case bidder is participating for more than one lot & becomes successful bidder for one or more lot, the EMD of unsuccessful lots will not be adjusted. In case bidder fails to make the balance due payment within the stipulated time or the time extended by CONCOR then EMD paid for the particular lot will be forfeited.

MSTC shall submit complete pre-bid EMD amount of successful bidders to the CONCOR.

In the event of any dispute with regard to non-lifting / non – availability of inspected material etc. and forfeiture of EMD, MSTC Ltd. will not be held responsible for the loss / forfeiture and purchaser shall keep MSTC Ltd. fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

EMD of unsuccessful bidders (other than H-1 bidders) shall be returned directly by MSTC.

## **CONDITIONS OF SALE**

7. 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. Buyer may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender.
8. Goods are being sold on '**AS IS** and **WHERE IS** and **WHATEVER IT IS BASIS**' and "**NO COMPLAINT BASIS**".
9. All the E-Auction/E-tender Lots are subject to "Reserve Price" fixed by seller's i.e. Container Corporation of India Ltd. The highest bid for each lot shall be subject to confirmation by the Seller and in case of EXIM cargo by confirmation by Customs. **Management of Container Corporation of India Ltd. reserves the right to accept or reject any offer for any reason whatsoever or even without assigning any reason.** In the event of any dispute at last or highest bid, the same shall be resolved by Container Corporation of India Ltd. And if need be the particular lot/ lots in question may be re-auctioned. **The special conditions applicable for specific lots have been mentioned against respective lots in annexure.**
10. The lot or lots shall be removed in full from the site with whatever faults and flaws in description or otherwise and no selection or sorting of the material will be allowed. Quantities, Quality, sizes, measurements, numbers and cargo weights stated are approximate. Weighment of auction lots will not be permitted. Bidders are not allowed to take the sample from the lot.
11. Container Corporation of India Ltd. / MSTC Ltd. does not give warrantee or guarantee of the Quantity, Quality, and Chemical composition etc. of each individual item in the lot or about the "End Use" or fitness for a particular purpose.

12. Goods are sold on the assumptions that the bidder has inspected the lot prior to bidding and know what he is bidding for. No complaint shall be entertained after the lot is allotted.
13. Goods may be sold singly or by clubbing them in lots as suitable, convenient and advantageous in opinion of the Container Corporation of India Ltd. Lot will be put up for auction as per convenience of management of Container Corporation of India Ltd. & it is not obligatory to go serially.
14. During Inspection of lots, it may be clearly understood that the quality of the material inside the container/ boxes/ cartons/ bales/ cases/packages/bags etc. may not necessarily be of exact quality, quantity, weight, size, dimensions, specifications, features etc. The bidders are given sufficient time for inspection to inspect the quality and quantity of goods before auction. No complaints with respect to quality and quantity of goods entertained after auction is over. No complaint of variation in the cargo details shall be accepted later at the time of delivery.
15. Any lot or part thereof may be withdrawn from the sale at any time before it is actually physically delivered out of the campus without disclosing any reasons for such withdrawal. However, if any payment has been made it would be refunded without interest.
16. MSTC Ltd. runs its business on the basis of a robust Website. CONCOR/ MSTC Ltd. will not be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise at Bidder's end or at CONCOR/ MSTC Ltd. directly or indirectly affecting online method of Bidding.
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 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. MSTC Ltd. /CONCOR takes no responsibility of the quality, quantity, documentation details of Buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold MSTC Ltd. /CONCOR harmless from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall MSTC Ltd. /CONCOR be liable for any loss for the transactions by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that MSTC Ltd. /CONCOR has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules,

payments, rejections, transportation, legal laws and regulations to be followed from time to time etc. Since MSTC Ltd. does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. MSTC Ltd. is only an e-commerce service provider, and cannot be party to or control in any manner any transactions between the Seller and Bidder. MSTC Ltd. shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.

19. The Seller/Bidder agrees to limit the liability of MSTC Ltd. for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of MSTC Ltd. to the Seller/Bidder shall not exceed its total fee receivable from the Seller/Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### **ANNOUNCEMENTS**

20. Announcements during the auction including announcement of additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the Container Corporation of India Ltd and it will be binding on the bidder.

### **LOT CONFIRMATION.**

21. All the lots are sold on Subject to Approval Basis (STA).

**For EXIM:** CONCOR will provide provisional confirmation to MSTC via email. However, final confirmation of lots from CONCOR on MSTC platform shall be done only after approval from Custom. In case bid is rejected by Customs the EMD deposited for that lot will be refunded to the bidder WITHOUT INTEREST.

**For Non-EXIM/Domestic:** Concerned confirmation by CONCOR on MSTC shall be full and final.

22. For all the lots confirmation will be informed to the bidder on approval of EXIM lots by concerned Customs department, via E-Mail by MSTC **subsequent to the confirmation received from CONCOR.**

### **VALIDITY**

23. The Online auction bidders and Tender bidders must keep their bids valid for a period of **180 days (One Hundred and Eighty Days)** from the date of closing of e-Auction excluding the date of closing. In case the 180<sup>th</sup> day falls on a holiday or remains closed for CONCOR, such Bids will be deemed to be automatically extended to be valid up to the next working day of CONCOR. (Depending on approval of bid by Customs)

**In case the bids are not confirmed by CONCOR within 180 days, bidders have option to take refund of EMD / Security without Interest.**

- 24. Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw or cancel the bid for whatever reason and no communication will be accepted. If done so, the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. Bidders may please note that in the event of a manual bid amount matching that of Maximum limit of auto-bid, the manual bid will prevail and be considered. Bidders may please also note that in the event of a tender bid amount matching that of e-auction bid amount, the tender bid will prevail and be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.

### **PAYMENT**

- 25.** On provisional confirmation from MSTC bidders are required to pay 25% of the bid amount within the 07 (Seven) days of confirmation to MSTC. Details of this will be provided by the MSTC and MSTC will transfer this amount to CONCOR immediately.
- 26. Final Payment:** After final confirmation MSTC will issue the Acceptance letter and bidder need to deposit balance payment of each lot of materials along with applicable GST and other relevant taxes to CONCOR directly in one instalment within 10 days from the date of Acceptance Letter (on mail) issued by MSTC (including the date of issuance of such letter).
- 27.** In case where NOC from any Government Agency / Department has to be obtained either by Bidder or by CONCOR then the payment period will begin from the date on which such a NOC has been issued by the concerned agency.
- 28.** 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.
- 29.** 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.
- 30. 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 to CONCOR.
- 31.** It is to be noted that payment with late penalty charges is accepted only upto 14 calendar days after expiry of allowed time for payment.
- 32.** In case the bidder does not submit the payment in time 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.
- 33.** Auction Sale Invoice will be issued by respective location to which the lot pertains. Bidder has to make all the balance payment as applicable in case of destuffed deliveries as per EXIM Tariff /Domestic Tariff as the location may be along with all applicable taxes & statutory levies, Container destuffing charges,

Cargo loading charges, etc. as applicable at the concerned location at the time of physical delivery of cargo. The balance payment will be accepted by way of Pay Order/Demand Draft drawn on any Scheduled / Nationalised bank drawn/e-payment in favour of "Container Corporation of India Ltd." payable at Ahmedabad.

34. In case a NOC required for any lot from regulatory bodies or Government Agencies for confirming the sale and NOC is refused, the EMD deposited for that lot will be refunded to the bidder WITHOUT INTEREST by CONCOR.
35. If no Intimation reaches for reasons beyond our control the Buyers are expected to take efforts to find out status before the last day. Non-receipts of Intimation should not be an excuse for non-payment.
36. If the purchaser fails to make payment and/or take delivery of the material, Container Corporation of India Ltd shall have the right to auction the undelivered material immediately in the next auction without any intimation to the successful bidder and the **EMD amount** along with balance payment made (i.e. including Handling Charges GST etc.) deposited by the bidder shall be forfeited.

#### **INCIDENTAL/ OTHER COSTS**

37. The cost of material handling i.e., loading charges along with all applicable taxes and statutory levies that are applicable at the time of physical delivery of cargo, shall be borne by the bidder and payment has to be made to Container Corporation of India Ltd. at the rate prevailing at the time of taking delivery at the respective terminal. Prevailing tariff for handling for each lot etc. may be understood from the terminal during the inspection period.

#### **TAXES**

38. All bids invited are for the net amount accruable to Container Corporation of India Ltd. and relevant taxes, levies, etc. except Customs Duty shall be payable by the bidder and these taxes shall be treated as extra and are expected to be paid as per payment schedule before taking delivery.
39. It is expressly made clear that, all the taxes/ statutory levies etc. shall be borne by the bidder before taking the delivery of the lots.

#### **DELIVERY**

40. Bidders/ Tenders 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.
41. On receipt of full payment by CONCOR and service charge by M/s MSTC Ltd, CONCOR will issue final Delivery Order from Ahmedabad Cluster Office.
42. Customers are required to present Original Delivery Order issued by CONCOR at the time of Delivery.
43. The successful bidders shall lift the specified material lying in the lot allotted to them by their own transport at their own cost within 15 Days (Fifteen Days) from the date of Delivery order issued by CONCOR (excluding 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.



44. 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 per day (irrespective of lot size) up to maximum 30 days along with GST or other relevant taxes.
45. If bidder does not lift the cargo even after expiry of 30 days grace time (excl. 15 days free 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.
46. In case of cargo store in warehouse or open space, wharfage shall be charged as per public tariff rate at concern terminal.
47. Such TSC shall directly be deposited to CONCOR by bidder either through online mode or bank Draft.
48. The goods shall be lying in the premises after the conclusion of the bidding at the sole risk and cost of the purchaser in all respect and the purchaser should take the delivery at his own expenses at the earliest and in any case not later than the period prescribed above.
49. Delivery of goods will commence from the date decided by CONCOR which will be intimated through e-mail by CONCOR i.e. the next working days after issuance of Delivery order/ intimation letter and it would be effected during normal working hours only. All loading must be completed within the normal working hours as prescribed by respective terminal.
50. The successful bidder shall produce the Original Delivery Order issued by Container Corporation of India Ltd. at the concerned terminal, for proper identification of bidder at the time of taking delivery of the material. It is therefore, the responsibility of the bidder to keep the documents in safe custody. The person who has collected the material from Container Corporation of India Ltd. by producing the Original Delivery Order issued, if subsequently found to be illegal possessor / producer of the documents Container Corporation of India Ltd. shall in NO WAY be responsible.
51. 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 change in Govt. Policy, strikes, lockouts, cessation of labour, 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.
52. The successful bidder shall produce the copy of Original Delivery Order for proper identification of bidder at the time of taking delivery of the material. In case the bidder to which the delivery order is issued does not present himself for delivery and desires that the delivery may be given to a representative having a Power of Attorney on a non-judicial Stamp paper duly executed by a Notary Public or any Law Court Judge or Magistrate may be furnished to CONCOR Administration at the time of taking delivery of the material.
53. 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.

**SHORTAGE**

54. Goods are being sold on "As is and Where is and whatever it is basis" on "Lot basis". Weights indicated OR quantities recorded in the catalogue are approximate. MSTC Ltd. / Container Corporation of India Ltd shall not take the responsibility with reference to weights and measurements and quantities, qualities etc. Bidders are participating for the lot, which is offered. The decision of Container Corporation of India Ltd. Shall be final and binding in this regard.

**EXCLUSIVE RIGHTS**

55. Container Corporation of India Ltd. reserves the right to modify and amend 'Terms and Conditions' and announce the same if need be while the auction is in progress or prior to commencement of auction.
56. Container Corporation of India Ltd is not bound to accept the highest offer.

**GENERAL**

57. Employees of CONCOR / MSTC Ltd. are barred from participating in the On-line sale, unless otherwise approved by CONCOR Management.
58. Auction Sale Invoice will be issued in the name of the original bidder. Any further correspondence will be only with the bidder name and address as provided by MSTC.
59. Bidders and his men are subject to the security rule of CONCOR in force while in the CONCOR premises. The Bidder, workmen, agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the premises and the bidder shall be liable for the good conduct, Safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
60. The bidder shall be responsible for any damage that may be done to premises / fittings of sellers in the course of removing the lot or lots purchased by them. The authority may at its option arrange to make good such damages and the bidder shall pay for the same on demand.
61. In case the bidder wants to engage his own workers for loading the cargo within the sellers' premises they will be governed by the labour laws and rules, Factory Acts and Rules and Sellers Safety / Security Rules as applicable. It shall be the responsibility of bidder to see that the statutory provisions are complied with.
62. In the event of failure on the part of the successful bidder to fulfill his contractual obligations, CONCOR / MSTC Ltd. reserve the right to debar such bidder from participating in any future auction/tender auction on behalf of Container Corporation of India Ltd.
63. In case of accidents etc. to the bidder/labour/ or his representatives, CONCOR / MSTC Ltd. 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 laborers, who are engaged for loading the materials.

64. CONCOR / MSTC Ltd. will not be liable for any claim and bidder shall keep CONCOR / MSTC Ltd. fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
65. Segregation of material will not be allowed in seller's premises. Breaking/Cutting may be allowed to the extent necessary for facilitating loading into vehicles as per discretion of TM/CM of respective terminal's on the basis of availability of space and other safety norms.
66. The bidder should possess appropriate licenses as required by Customs Authorities prior to bidding or prior to delivery and may get required clearance from other regulatory agencies like CFL, PQ, ADC, Chemical Examiner, Police depts etc. wherever applicable. Non availability of proper license/permit/clearances will not be acceptable at later stage.

### **DISPUTES**

67. 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 Ahmedabad only.
68. The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute and shall be paid in advance to arbitrator. The jurisdiction for appealing against the award in a court, or any other proceedings under the Arbitration Act, shall be that of courts in Ahmedabad City only.

**A Note of caution for the Bidders:** Bidders may encounter certain unforeseen problems such as time-lag, heavy traffic, system/power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment. You can also opt for Auto-Bid option. Bidders may go through for E-Auction Bidding Procedure by MSTC Ltd.

### **STEPS FOR ACTUAL BIDDING PROCEDURE:**

**Actual Bidding Procedure shall be provided by M/s. MSTC Ltd. To have better exposure of Bidding Process and any auction related queries, Bidders are requested to contact M/s.MSTC Ltd. to the following concerned MSTC officials:**

- 1) Mr. Manoj Pandey , email ID : [mpandey@mstcindia.co.in](mailto:mpandey@mstcindia.co.in) mob.no.0265-2310606

**sd/-**  
**Executive Director**  
**CONCOR – Area- II**

Annexure-A					
EXIM CARGO					
ICD: KHODIYAR					
Lot No.	Container No./ Category	Size	Cargo Description	Quantity/ Approx. Weight	EMD (round off)
1	BAXU5059806	40	WALL PAPER DIFFERENT SIZE, COLOUR, DESIGN & GSM, MADE IN ITALY/GERMANY, IN STOCKLOT CONDITION	14100 KGS/1 LOT	₹ 25,000.00
2	CAIU8702263	LCL	EQUIPMENTS (PHARMACEUTICAL PRODUCTS) DISPOSABLE SKIN STAPLER, REF: HASPF- 35W, TOTAL QTY=496 PCS APPROX, MFG. DATE: 01/07/2019, EXPIRY DATE: 15-07-2022, MFG BY: CHANGZHOU HAIERS MIDEAL DEVICES CO. LTD (CHINA) STORING CONDITION IS NOT GOOD	46 KGS/5 CTN	₹ 10,000.00
3	CAXU9048122		MS LINER (07 PCS) DIFFERENT SIZE,LENGTH IN CM: 50/27/17, WIDTH IN CM: 20/15/10, RUSTED & DAMAGED	125 KGS/1 PALLET	₹ 1,000.00
4	CBHU5568079		POLYPROPYLENE GOODS (MESH NETTING ROLLS) TOTAL QUANTITY: 4 ROLLS	50KGS/2 PKGS	₹ 1,000.00
5	CCLU2908391		PVC STANDARD PVC STRIP CURTAINS (-20'C TO +50'C), (CLEAR BLUE & FLAT), 1 ROLL=WIDTH : 200 MMX THICKNESS 3.0 MM, 1 ROLLLENGTH: 50 M, 1 PALLET: 8 ROLLS, TOTAL QUANTITY: 400M APPROX	320 KGS/ PALLET	₹ 5,000.00
6	CRSU1020672		COCOPEAT 1 BAG NET WEIGHT: 15 KGS, MFG BY: AGRO GREEN CARE (INDIA)	267 KGS/1 PALLET	₹ 1,000.00
7	CRXU9462395	LCL	CHAIN (EARTH MOVING SPARES) 1 PALLET= 3 CASES	140 KGS/1 PALLET	₹ 5,000.00
8	CRXU9845244	LCL	STEEL COIL WIDTH: 8.5 CM TOTAL 8 STRIPS	955 KGS/1 PALLET	₹ 5,000.00

9	DRYU9884862	40	NON WOVEN MATERIAL CLASSIFICATION: THROUGH AIR BONDING NON WOVEDS, WIDING DIRECTION: ROUGH SIDE IS ON THE OUTSIDE, BASIS WIDTH (MM): 125 MM, 1 PKG=6ROLLS, 1 PKG LENGTH: 25200 M, 1 PKG NET WEIGHT: 69.30 KGS, 1 PKG GROSS WEIGHT: 71.30 KGS, MFG BY: BEIJING DAYUAN NONWOVEN FABRIC CO. LTD.	8420 KGS/1 LOT	₹ 38,000.00
10	FCIU5977394	LCL	POLETHYLENE PRODUCT: PA/PE VACUUM POUCH, SIZE: 430X650 MM//350X450 MM, MICRON:65, TOTAL QUANTITY: 27000 PCS APPROX	334 KGS/1 PALLET	₹ 5,000.00
11	GAOU6084334	LCL	FOLIC ACID PRODUCT NAME: FOLIC ACID, MFG DATE: 15/09/2017, EXPIRY DATE: 14/09/2021, 1 DRUM NET/ GROSS WEIGHT: 25 KGS/28 KGS, MFG BY: HEBEI JIHENG (GROUP) PHARMACEUTICAL CO. LTD. MADE IN CHINA BALANCE LIFE IS VERY SHORT.	26 KGS/1 DRUM	₹ 5,000.00
12	GATU0997036	20	METAL SCRAP SHREDDED MS SCRAP (RUSTED)	23580 KGS/1 LOT	₹ 18,000.00
13	GVDU2046017	20	METAL SCRAP MS SCRAP	16250 KGS/1 LOT	₹ 17,000.00
14	HLBU1283912	LCL	RO SYSTEM FRACTIONAL ELECTRDEIONIZATION, MODEL: FEDI MODEL-20 RX, SERIAL NO-12150161, MFG BY-QUA WATER TECHNOLOGIES PVT. LTD.	158 KGS/1 PALLET	₹ 5,000.00
15	HMMU6149840	LCL	VALVES WHEEL VALVE, BRASS NOZZLE, SAFETY SHOES, GUMBOOTS SITE SAFETY HELMET HI VISIBILITY REFLECTIVE SAFETY CLOTHING & WORKWEAR	1476 KGS/15 PKGS	₹ 8,000.00
16	KKFU7114615	LCL	VACCUM ITEM/ CLEANER ROTARY VANE VACCUM PUMP (9 PCS)	383 KGS/5 PALLETS	₹ 23,000.00
17	MSKU5048384	20	MACHINE INDUSTRIAL STRTCH FILM REWINDER (1 MACHINE), MODEL: ISR-5001, VOLTAGE: 380V. 50 HZ, MFG. NO:07042501, MGG. DATE: 06/2007, MFG. BY : CHERNG HORNG MACHINERY CO. LTD. (TAIWAN)	1390 KGS/1 LOT	₹ 8,000.00

18	TCNU8291931	LCL	PHAMACEUTICAL PRODUCTS (COSMETICS PRODUCTS) A) PRODERME RETINOL BODY LOTION (240 ML), TOTAL QUANTITY: 1000 PCS APPROX. B) VITA C EYE LIFT SERUM (30 ML) TOTAL QUANTITY: 2000 PCS APPROX C) PRODERME VITA C SERUM TOTAL QUANTITY: 2000 PCS APPROX D) PRODERME BODY LOTION (240 ML) TOTAL QUANTY: 1000 PCSAPPROX E) VITA C CREAM TOTAL QUANTITY: 1000 PCS APPROX BRAND: PRODERME/MADE IN USA BEST BEFORE 6 MONTHS AFTER OPENING THE PRODUCTS. ONDITION OF THE CARGO IS NOT GOOD	1018 KGS/92 PKGS	₹ 5,000.00
19	TOLU1709986		OLD HOUSEHOLD GOODS A) SHOP OVEN (4 PCS) TYPE: MINIMAT ZIBO-64 BASE 2 MFG BY: WEISHEU WOLFEN GMBH (GERMANY), MAKE : WIESHEU WOLFEN 400 V/50 HZ, SERIAL NO: 210217/210218 MFG YEAT 2004 B) RACK (1PCS)	400 KGS/2 PALLETS	₹ 8,000.00
20	TRHU2406153	LCL	CERAMIC GOODS CERAMIC MOSAIC TITLES SIZE: 2.54 CM X 2.54 CM	1950 KGS/2 PALLETS	₹ 5,000.00
21	TRLU5688444	LCL	FRAGRANCE OIL (LEAKAGE) DRUMS WERE FOUND EMPTY, LEAKAGE & FEW OF THEM WERE PARTIALLY	NA/300 DRUMS	₹ 5,000.00
22	TTNU2215351	20	METAL SCRAP SHREDDDED MS SCRAP ALONG WITH RUSTED METAL DUST	23390 KGS/1 LOT	₹ 15,000.00
23	TTNU9453813	LCL	VACUUM PUMP ASSEMBLY OLD & RUSTED	70 KGS/1 CASE	₹ 5,000.00
24	TTNU9910400	LCL	VALVES ITEM DETAILS: CAST IRON GATE VALVE, DIFFERENT SIZES, SIZE: 150 MM/50MM/65MM, BRAND: UNIMAC, MADE IN INDIA	4104 KGS/34 PKGS	₹ 10,000.00
25	UESU4737247	LCL	HY VOLT INSULATING OILS NET WEIGHT: 405 (184 KGS), GROSS WEIGHT: 438 LB (199 KGS), MFG DATE: 19/24/1, MFG BY: ERGON REFINING INC (CANADA), PACKED BY: SOLTEX CANADA, VISCOSITY, CST @ 0'C=76.0 MAX, SPECIFIC GRAVITY, 15'C/15'C=0.9100 MX, FLASH POINT, COC, 'C=145 MIN, POUR POINT, 'C=-40 MAX, WATER CONTENT, PPM = 35 MAX	216 KGS/1 DRUM	₹ 5,000.00

26	UESU5076054	LCL	FLANGE EXPORT RETURN CARGO, MARKA: PRESSURE TEST FAILED	1935 KGS/5 PALLETS	₹ 5,000.00
27	WHLU2497480	LCL	GENERAL CARGO MOBILE FOAM UNIT COMPRESSED AIR FOAM, FIRE SUSTEMS INC, MANCHESTER TANK, U W MAWP: 200 PSI@ 400F, EXT. PRESS: N-A PSI @ N-AF, RT-NO MDMT-20 F @ 200 PSI, CAT # 309913 YEAR:2016	71 KGS/1 PALLET	₹ 5,000.00
28	TOLU1709986	40	BEARINGS CAGE COVER, RKDK N226- EA-M3-1041 (1PCS), RKDK N230-EB-M3- 0041/S1 (1PCS)	1 CTN/2 Kgs	₹ 1,000.00
29	CRXU9864938	40	SPARE PARTS (CASTING) TOTAL PARTS QUANTITY: 296 PCS APPROX FAULTY PARTS RETURN	2 BOXES/ 989 Kgs	₹ 5,000.00
30	BAXU5051723	40	Resin Polacrilex Resin Product Name: Doshion P551 (Methacrylic Acid Polymer with Divinyl Benzene) nMfg. Date: June 2016 Retest Date: 36 Months Mfg. by: Doshion Water Solution Pvt. Ltd. (India)	03 Pallets/1206 Kgs	₹ 18,000.00
31	CLHU9009757	20	Puncher Cases Mould Set a) 600x1200mm isotatic upper punch b) 600x 1200mm normal lower punch c) 800x800mm iostatic upper punch d) 600x900mm normal lower punch; Mfg. by: GUTE Ceramic Die & Mould Co. Ltd.; Made in China	4 Pkgs/2444 Kgs	₹ 12,000.00
32	ECNU2010349	20	CARPET (EXPORT RETURN) DIFFERENT COLOUR, SIZE & DESIGN, ITEM: WOOL SHAG, CHICK SHAG, SIZE: 4'*6'/8'*11'*28"*48", MADE IN INDIA, CONDITION OF THE CARGO IS NOT GOOD	345 pkg/5893 KGS	₹ 10,000.00
33	REGU3206539	20	METAL SCRAP (SS)) Non Magnetic	1 LOT/25290 KGS	₹ 1,27,000.00
34	TCLU3524864	20	METAL SCRAP (SS) Non Magnetic	24810 KGS/1Lot	₹ 1,24,000.00
35	TGBU6123395	40	METAL SCRAP Aluminium Scrap (loose)	22120 KGS/1Lot	₹ 74,000.00
36	TGHU1771930	20	METAL SCRAP (SS)) Non Magnetic	24400 KGS/1Lot	₹ 1,22,000.00
37	TRHU3246851	20	METAL SCRAP (SS) Non Magnetic	25010 KGS/1Lot	₹ 1,25,000.00
38	TRHU3329447	20	METAL SCRAP (SS) Non Magnetic	24930 KGS/1Lot	₹ 1,24,000.00

39	VMLU3300785	20	METAL SCRAP (SS) Non Magnetic	17760 KGS/1Lot	₹ 89,000.00
40	ZIMU1436826	20	Roller (Magnetic) Different Size 2 Roller & 1 Bracket 1 Roller with stand Size: 92 cm/220 cm Die: 14 Cm	3 Pkgs/110 Kgs	₹ 1,000.00
41	TCKU2117131	20	Bamboo Sticks For manufacturing agarbatti	1 Lot/18150 Kgs	₹ 49,000.00
42	IALU4560983	40	Bricks Cement Concrete Blocks	5720 KGS/1Lot	₹ 1,000.00
43	MSCU6714850	20	WOVEN POLYMERS SIZE: 33"*60"*64.5", PRINT:UNPRINTED, TOTAL QUANTITY: 6565 PCS APPROX	24 pkg/7960 KGS	₹ 85,000.00
44	DFSU6054414	40	Bricks Cement Concrete Blocks	5530 KGS/1Lot	₹ 1,000.00
45	CNSU2051562	4*20'	Carbon Raiser (Melting-C, Size:1-5 mm)	4 Lots/ 109900	₹ 1,90,000.00
	CRSU1496247				
	DFSU2485537				
	HDMU2490763				
46	FCBU1802010	20	Metal Scrap	1 Lot/19950 Kgs	₹ 40,000.00
47	TCLU7761421	40	Panel (Electronics Spare Parts of LED lights)- Carton box, cables, plastic components etc.	1 Lot/17920 Kgs	₹ 5,00,000.00
48	CMAU1580248	20	General Cargo; Stainless steel Oval Tray 30 Cm 560 pcs approx	1 lot/ 90 Kgs	₹ 5,000.00
49	TGHU3119140	20	Chemical (Salt in liquid form) - 1 Drums	1 Drums	₹ 1,000.00



Annexure-B				
NON EXIM CARGO				
DCT : KHODIYAR (DCCK)				
Lot NO.	CONTAINER NO./ CATEGORY	CARGO DESCRIPTION	QUANTITY/ APPROX. WEIGHT	EMD
50	NSLU2005643	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
51	CXNU1221096	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
52	CXNU1214775	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
53	CXNU1227807	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
54	CXNU1227427	DAMAGED DOMESTIC CONTAINER	2 MT (Approx.)	5000
RCT-Vadodara				
Lot NO.	CONTAINER NO./ CATEGORY	CARGO DESCRIPTION	QUANTITY/ APPROX. WEIGHT	EMD
55	ILCU5047993	DOMESTIC EMPTY CONTAINER DAMAGED CONDITION	1 * 20 Ft. CONTAINER	5000
56	SHRU4211437	DOMESTIC EMPTY CONTAINER DAMAGED CONDITION	1 * 20 Ft. CONTAINER	5000
57	Computer/ Printer/ UPS/ Accessories	Dot Matrix Printer	2 Nos	1000
		UPS	3 Nos	
Varnama (Obsolete items a/c Vadodara Office)				
Lot NO.	CONTAINER NO./ CATEGORY	CARGO DESCRIPTION	QUANTITY/ APPROX. WEIGHT	EMD
58	N.A.	Cut wood logs of different variety of trees. (CONCOR Premises)	45 (Cut trees)	8000
59	N.A.	Cut wood logs of different variety of trees.(Railway Premises)	96 (Cut trees)	14000

Gandhidham (Obsolete items a/c Mundra Office)				
Lot NO.	CONTAINER NO./ CATEGORY	CARGO DESCRIPTION	QUANTITY/ APPROX. WEIGHT	EMD
60	N.A.	3 piece Split A.C. - [damaged, Old, Broken]	N.A.	1000
	N.A.	1 Window A.C. - Voltas Make - Completely damaged	N.A.	
61	N.A.	16 Damaged Chair-damaged & Broken (which includes, Godrej Hi-back chair, Office Chairs, Visitors' chairs)	N.A.	5000
	N.A.	2 Wooden Table Damaged]	N.A.	
	N.A.	1 Steel Almirah : Fair	N.A.	
62	N.A.	Damaged Furniture & Fixtures (Asset No. 6478 &6477) containing Godres Filing Cabinet & Computer Table	Lot	1000
63	N.A.	Office Equipment & Computer equipment (Asset No. 6483, 10013, 15429, 19450, 14269) containing Fax machine, printers	Lot	1000