

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	Place: ICD/TKD(TUGHLAKABAD) Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020. Contact No- 9560597207 Date: 28-09-2022 to 29-09-2022 Time: from 10.00 hrs to 16.00 hrs
Online Auction date	30-09-2022
Online Auction Result	The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 30-09-2022 or later

ICD/TKD

no.	Lot no.	Container no.	Sz	Date of Arrival	Cargo Description	Gross Wt. as per IGM	No. of Pkgs	Remarks
1	1	HLBU1151080	40	22-10-2014 20:01:00	Fitness Equipments Brand : Cybex Made in USA Pull down Machine, Chest Press Machine, Cybex FT- 325 Bravo Basic Functional Trainer, Cybex Seated Leg Curl, Cybex Overhead Press, Dumbbells & Rods	5.24		
2	2	MSKU9899145	40	28-11-2013 08:31:00	E-Rickshaw Parts in CKD Condition. E-Rickshaw Chassis, Rickshaw Abs Roof, Seat frame, Tyre , Rear axle, Lights, Wire, Switch, Without battery.	12		
3	3	DRYU9666789	40	31-01-2014 08:16:00	E-Rickshaw Parts in CKD Condition. E-Rickshaw chassis,Structure, Rickshaw Abs Roof, Seat frame,Tyre,Rear axle, Handle, without battery.	10.35		
4	4	HDMU2572650	20	12-01-2019 23:00:00	Spare Parts Car Accessories a) Fog/ Driving/Spot Lamp Item No. BH-1031C 1 Ctn = 20 Pcs 1 Ctn Net Weight : 15 Kgs / 1 Ctn Gross Weight : 17 Kgs Total quantity : 1600 Pcs approx b) Auto Lighter Item No. DE-210 1 Ctn = 250 Pcs 1 Ctn Net Weight : 19 Kgs / 1 Ctn Gross Weight : 20 Kgs Total quantity : 4000 Pcs approx c) Sun Shield Item No. AS90 1 Ctn = 20 Pcs 1 Ctn Net Weight : 11 Kgs / 1 Ctn Gross Weight : 12 Kgs Total quantity : 1640 Pcs approx d) Canary Duster Item No. RT-C6100W 1 Ctn = 72 Pcs 1 Ctn Net Weight : 13.5 Kgs / 1 Ctn Gross Weight : 15.5 Kgs Total quantity : 6480 Pcs approx e) High Performance Automotive Lighting Item No. BH-1024A 1 Ctn = 20 Pcs 1 Ctn Net Weight : 12 Kgs / 1 Ctn Gross Weight : 14 Kgs Total quantity : 2120 Pcs approx	6.87		

					Made in Taiwan			
5	5	HLXU5611489	40	28-04-2019 22:59:00	HEAVY MELTING SCRAP	25		To be auctioned as scrap subject to CPCB/SPCB authorisation
6	6	KMTU7387965	20	01-03-2019 03:52:00	LED LIGHT HEAD COVER - 30 PCKGS, EACH HAVING 990 PCS, EL CAPACITOR- 39 PCKGS, EACH HAVING 2000 PCS, DRUM FILTER- 16 PCS, EACH HAVING 2000 PCS, HEAT SINK- 25 PCKGS, EACH HAVING 3000 PCS, PART NO: MF 334K, AC 275V- 12 PCKGS, EACH HAVING 5000 PCS,PART NO: M F 104K, AC275V-6 PCKGS, EACH HAVING 9000 PCS, DIODE -7 PCKGS, EACH HAVING 5000 PCS, FET- 5 PCKGS, EACH HAVING 6000 PCS, DIODER D55 B60- 6 PCKGS, EACH HAVING 2000 PCS, FUSE - 2 PCKGS, EACH HAVING 10000 PCS, AC CABLE- 3 PCKGS, EACH HAVING 4000 PCS, VARISTOR - 53 PCKGS, EACH HAVING 6000 PCS,Wafer- 3 pckgs, EACH HAVING 15000 PCS, TRANS- 72 PCKGS, EACH HAVING 385 PCS,LINE FILTER - 46 PCS, EACH HAVING 624 PCS, LIGHT ROLL BOX- 4 PCKGS, CASE- 38 PCKGS, EACH HAVING 480 PCS.	8.23		
7	7	TCKU2124980	20	13-07-2014, 14:24:00	25 E-RICKSHAW IN SKD CONDITION (INCOMPLETE) & ACCESSORIESSPARE PARTS & ACCESSORIES -25 PACKAGES, ROOFS-36 PCS, CHASSIS-25 PCS, BODY-25 PCS, SEATS- 25 PCS, TYRES- 42 APPROX. SEATING & SUPPORT PAD- 100 PCS APPROX. TOTAL 278 PCS APPROX.	2.5		to be auctioned subject to ICAT certification

8	8	APMU8049026	40	09-12-2013	E-rickshaw spare parts-Axels, Tyres, handle Pipe, Nuts & Bolts, SpeedoMeters, Rims,Meter,shocker,horn,Lights, Motors, Mirror,Internal Cables,Break Wire,kmani,Chargers.Axels- 300 Pcs Approx, Tyres- 45 Pckgs, handle Pipe-25 Pckgs, Nuts & Bolts-50 boxes Approx, SpeedoMeter-15 Pckgs, Rims-1200 Pcs Approx,Meter- 400 Pcs,shocker-500 Pcs Approx,horn-100 Pcs Approx,Lights-300 Pcs Approx, Motors-300 Pcs Approx, Mirror- 2 Pckgs,Internal Cables- 6 Box,Break Wire-16Pckgs,KMANI- 270 Pcs Approx+ Charges-200 Pcs Approx	23.1		to be auctioned subject to ICAT certification
9	9	PONU0829825	20	04-02-2014, 15:57:00	E-Rickshaw Parts (426 Pcs approx)Axel with Motors- 63 Pcs Approx, Roofs- 120 pcs, Front Frame- 150 Pcs, Roof Frame- 93 Pcs approx.	4.86		to be auctioned subject to ICAT certification
10	10	CLHU8539222	40	26-01-2014	Electric Rickshaw (For goods purpose) in KKD Condition,Base-5,Axels-7,Seat Angle-5,Motors-2,Roof-5, battery Box-5, Base angle-5 and 4 cartons of Accessories and misc. 38 Packg	5.9		to be auctioned subject to ICAT certification
11	11	CRXU9854689	40	01-11-2013	E-rickshaw (SKD condition) (without battery, charger)	8.8		to be auctioned subject to ICAT certification
12	12	TCNU7579224	40	29-11-2013	E-rickshaw (SKD condition) (without battery, charger)	11.22		to be auctioned subject to ICAT certification
13	13	YMLU8269582	40	27-11-2013	E-rickshaw (SKD condition) (without battery, charger)	11.26	790 Pckgs Approx	to be auctioned subject to ICAT certification
14	14	HJCU1660948	40	28-12-2013	E-Rickshaw in Completely Knocked Down Condition.	10.14		to be auctioned subject to ICAT certification
15	15	OOLU8859833	40	27-12-2013	E-Rickshaw in Completely Knocked Down Condition.	9.12		to be auctioned subject to ICAT certification
16	16	MSKU1305910	40	15-01-2015	E-Rickshaw in Completely Knocked Down Condition.	11.2	Loose	to be auctioned subject to ICAT certification
17	17	SENU5040508	40	06-01-2014	E-Rickshaw in Completely Knocked Down Condition.	8.41	Loose	to be auctioned subject to ICAT certification

18	18	MSKU8442560	40	27-11-2013	E-Rickshaw in Completely Knocked Down Condition.	12	Loose	to be auctioned subject to ICAT certification
19	19	TEMU6134110	40	29-01-2014	E-Rickshaw in Completely Knocked Down Condition.	8.8	Loose	to be auctioned subject to ICAT certification
20	20	KKTU7530089	20	25-12-2013	E-Rickshaw Parts,Bases of E-Rickshaw- 13, Roofs 26	.79	39 pckgs	to be auctioned subject to ICAT certification
21	21	TCNU7381389	40	27-11-2013	E-Rickshaw Parts,Base-56 Pcs,Chasis-60 pcs,Battery Cover-33 Pcs,Back Fitting-110 pcs,Front Fitting-44 pcs, Seat-180 Pckgs,Roof Accessories-170 pckgs,Seat Fitting-90 pcs,Head Light-	8.8	749 Pckgs	to be auctioned subject to ICAT certification
22	22	UNXU2997564	20	05-03-2021	Wall paintings,carpet,pillow,lamp,flower pot,cabinet,sofa,small cabinet,bed with skd condition,stool,wall paintings,chair,table,queen size mattress	1.5		
23	23	SUDU7924617	20	04-10-2012 23:42:00	THE CONTAINER CONSISTS OF GLASS CHATONS & GLASS BEADS of assorted types. Thermos and machine,373 pckgs of beads and glass chatons.,thermos- 48 pckgs, having 6 Pcs, 51 pckgs- having 12 pcs, 51 pckgs having 12 pcs	9.8		
24	24	BMOU1580564	20	01-01-2021 09:59:00	PP fabric roll- 46 PCKGS, Side Edge Sealing Pressing Machine machine - 4 NO. ,CORDS/STRAP FOR MASKS- 18 NO.PP fabric roll- 46 PCKGS, Side Edge Sealing Pressing Machine machine - 4 NO. ,CORDS/STRAP FOR MASKS- 18 NO.	2	LOOSE	
25	25	FFAU1778910	40	20-12-2020 08:24:00	PP WOVEN rolls.	4.68	LOOSE	
26	26	TRLU6414453	40	28-04-2019 23:02:00	HMS loose,HMS INCLUDING SPARES AND PARTS OF MACHINE. MUST BE SOLD TO CPCB/SPCB RECLYERS ONLY	25	LOOSE	To be auctioned as scrap subject to CPCB/SPCB authorisation
27	27	MSKU5650154	20	28-05-2010 07:19:00	HMS scrap (Mixed with impurities & rubber items)	18.71	LOOSE	May be auctionedsubject to availibility of CPCB/SPCB authroisation with the bidder

28	28	DRYU9883104	40	03-07-2018 06:50:00	Metal Structure (Mixed Metal)	9.85	LOOSE	May be auctioned subject to availability of CPCB/SPCB authorisation with the bidder
29	29	GESU2745933	20	01-08-2014 07:40:00	Concrete Cement Block in Round Cylindrical Drums	9.48	LOOSE	
30	30	CBHU8739410	40	15-12-2020	PVC Tape	24.57	1080 box each, Box 10 Pcs	
31	31	TCLU5725560	40	25-10-2013 23:17:00	E-RICKSHAW IN SKD CONDITIONS	8.8	LOOSE	
32	32	MRKU5780937	40	02-04-2017 05:24:00	PVC Resin 1 Bag Net Weight : 25 Kgs 1 Bag Gross Weight : 25.1 Kgs Made in China	26.1		
33	33	CAIU8316379	40	02-04-2017 05:24:00	PVC Resin 1 Bag Net Weight : 25 Kgs 1 Bag Gross Weight : 25.1 Kgs Made in China	26.1		
34	34	TCLU6575187	40	17-08-2017 20:40:00	Leather Hides Condition of the cargo is not good.	8.5		
35	35	TCKU3201653	20	10-08-2011 00:02:00	Seamless Steel Cylinder: Empty 46.7 Seamless Steel Cylinder without valve & cap , Batch No : Y4716, S/N : B031016, Print on Cylinder, IS7285-2, JD O ₂ B0310161S7285-2 Re700MP Q.T.AMBAAL, CM/L 4013938 TP 250 FP150, W :52.9 Kg, V :46.7 L, S5.O 07/2011, Made in China	21.6		
36	36	SIIU2045630	20	16-10-2010 06:54:00	Household Goods & Items (Deteriorated/ Water affected), Remark : During random inspection goods found wet with foul smell, bugs were noticed & goods have deteriorated. (Unhygienic condition)	3.8		
37	37	NYKU0734600	40	25-11-2016 19:18:00	KNITTING MACHINE	6.2	3 Pkgs	
38	38	TRLU8231575	40	21-03-2018 16:29:00	KNITTING MACHINE	6.6	2 set	
39	39	DRYU9465233	40	21-03-2018 16:34:00	KNITTING MACHINE	6.7	2 set	

40	40	NYKU4269614	40	23-11-2016 15:32:00	KNITTING MACHINE- CIRCULAR KNITTING MACHINE	4.6	2 Pkgs	
41	41	TGHU8374452	40	30-12-2013	E-RICKSHAW IN CKD CONDITION	10.61	LOOSE	
42	42	GESU4772917	40	09-07-2010, 17:00:00	used and old clothes in Bales - Mutilated Clothes observed	24.78		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.

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 balancesale 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.