

.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: rpandey@mstcindia.co.in

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) Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020. Contact No- 9560597207</p> <p>Date: 28-09-2023 to 29-09-2023 Time: from 10.00 hrs to 16.00 hrs</p> <p>Place: ICD/MORADABAD Container Corporation of India, Inland Container Depot, Loco shed , Moradabad-244001 Contact No. 8171111286</p> <p>Date: 28-09-2023 Time: from 10.00 hrs to 16.00 hrs</p> <p>Place: FHEL/SONIPAT :Fresh & Healthy Enterprises Ltd, HSIIDC Industrial Estate Rai, Sonapat-131029, Tel: 9319326670</p> <p>Date: 27-09-2023 Time: from 10.00 hrs to 4.00 hrs</p>
Online Auction date	30-09-2023
Online Auction Result	The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 30-09-2023 or later

ICD/TKD

SR. no.	Lot no	Container No.	Sz	Date of arrival	Cargo Description	Cargo Wt.	No. of Pkgs	Remarks
1	1	FSCU3361921	20	22.05.03	Lead Concentrate Packed in jumbo bags As per the lab report the sample is in the form of greyish coloured coarse powder together with lumps having lead content 25.64%.	19730 Kgs		
2	2	CRXU3220840	20	01.12.06	Oil Packed in MS Drums As per the lab report the sample is in the form of reddish brown coloured viscous oily liquid. It is composed of mineral hydrocarbon oil (more than 70% by weight) having following characteristics : Ash content (% by mass) : Nil / Density at 15°C (kg/m ³) : 886.5 / Flash Point (COC) (°C) : 215 Kinematic Viscosity at 40°C. cSt : 80.52 / Kinematic Viscosity at 100°C. cSt : 10.40 / Viscosity Index : 112 / Aniline Point (°C) : >104 It has the characteristics base oil.	16020 Kgs		
3	3	CRSU1019218	20	08.04.09	Oil Packed in flexi tank As per the CRCL lab report the sample is in the form of black coloured viscous oily liquid having following content : 1) Ash Content (% by mass) : 0.92 2) Sediments (% by mass) = 0.61 3) Water Content (% v/v) = 0.3 4) Density at 15°C = 0.963 kg/m ³ 5) Flash Point = 81°C 6) Kinematic Viscosity at 40°C, Cst = 498.9 7) Kinematic Viscosity at 100°C, Cst = 28.38 8) Heavy Metals i) Lead = 0.38 ppm ii) Arsenic = 0.0003 ppm iii) Cadmium+Chromium + Nickel = 0.282 ppm iv) PAH = 0.0037% The above parameters are within the limits prescribed in the said schedule. On the basis of above, it is revealed that the sample is used oil suitable for recycling.	20460 Kgs		

4	4	CAXU6468477	20	08.07.09	<p>Oil Packed in flexi tank As per the CRCL lab report the sample is in the form of black coloured viscous oily liquid having following content :</p> <p>1) Ash Content (% by mass) : 0.4 2) Sediments (% by mass) = 0.28 3) Water Content (% v/v) = 0.3 4) Density at 15°C.g/cc = 0.9288 kg/m³ 5) Flash Point = 89°C 6) Kinematic Viscosity at 100°C, Cst = 5.86 8) Heavy Metals i) Lead = 0.025 ppm ii) Arsenic = 0.0006 ppm iii) Cadmium+Chromium + Nickel = 0.412 ppm iv) PAH = 0.0033%</p> <p>The above parameters are within the limits prescribed in the said schedule. On the basis of above, it is revealed that the sample is used oil suitable for recycling.</p>	19325 Kgs	
5	5	MSCU9253475	40	17-06-2015 09:51:00	used Scrap Machinery, Used Cabinets, tables, printer	3490	table-4 Pckgs, Cabinet- 13 Pckgs,lot of multi tier-roll around shop carts,used scrap scrubber-1 no.,used diamtrix printer-1 no., used machine-direct screen exposure system advantage 750 and misc Accs
6	6	BHCU4936199	40	28-08-2016 17:14:00	BABY CHAIR, Measuring Tape,jackets, Photo frames, Vanity Box (Purse), Twitch Button,Playing Cards,ladies Underwear, Distributor Cap, Distributor Rotor	23010	Baby chair- 130 Boxes (Approx.) Containing 14 pcs in 1 Box- assorted Color. Measuring Tape - 280 Boxes Containing 120 pcs Measuring Tape - 48 Boxes Containing 200 Pcs Jackets- Approx 90 Bales Containing 50 Pcs Photo frames- 110 Boxes Containing 36 pcs Vanity Box (Purse)- 8 Boxes Containing 12 Sets Button - 6 Box Containing 100 Packets Playing Cards-525 Boxes ladies Underwear- 2 Box Containing 200 pcs (Approx) Distributor Cap- 3 Box Containing 100 pcs Distributor Rotor- 1 Box Containing 500 Pcs
7	7	INKU6320575	40	09-09-2016 09:26:00	Tooth brush,Decorative Items, Stationary, Garments, Measuring Tapes.	18280	Jackets ,Winter Wear & Garments-120 Bags - Containing Assorted Color & Sizes. (40 Pcs in Each bag), TOOTHBRUSH 330 Boxes- of Assorted Colour and Sizes, Approx 60 PCS in each Box .Wooden pencil box24 boxes, Containing 240 Pcs in each Box Measuring tape 65 box, Approx Containing 180 Pcs Each, Candles in Boxes

8	8	DVRU1575595	20	14-04-2003 10:01:00	Wooden logs, partially infested with termites	7330		PCB, SIMS Required
9	9	FSCU3694835	20	14-04-2003 10:12:00	Wooden logs, partially infested with termites	5390		PCB, SIMS Required
10	10	BHCU3129530	20	05-08-2011 20:24:00	Empty Cylinder	20900	400 cylinders approx	PESO,BIS,SIMS Required
11	11	BAXU5002740	40	30-09-2016 05:34:00	old annd used clothes for recycling . Type mix, condition soiled	27970	Loose	1) FUMIGATION CERTIFICATE required 2)Rags to be considered as completely mutilated should be totally unserviceable and beyond repair and this can be insured by applying criteria of three cuts or more, through the entire length of the garment, in a crisscross manner, not along the seams
12	12	MSKU1848985	40	07-10-2016 04:15:00	Mixed Cargo	21840	<p>***No BIS observed on several Goods***</p> <p>A) LED light 340box each ,each roll 50M</p> <p>B) car rear camera 40box each box 100pcs</p> <p>C) Dj light 6+1 box each box 6pcs</p> <p>D) ceiling LED 30 box each box 18pcs</p> <p>E) Day time running lights 8 box each box 50pcs</p> <p>F) fog lights 160 box each box 200pcs</p> <p>G) Gaming joy stick 49 box each box 60pcs</p> <p>H) lamp light 6 box each box 30pcs</p> <p>I) Mobile battery 18 box each box 40 packes each packes 15 pcs</p> <p>J) speedometer 117 box each box 20pcs</p> <p>K) Liner projector light (50w) 1box each box 10pcs</p> <p>L) Liner projector light (100w) 6box each box 10pcs</p> <p>M) tich button 310 box each box weight 18kg and each box 24 packets.</p> <p>N) IED 3heads 14box each box 500pcs.</p> <p>O) fog lights big size 14box each box 40pcs</p> <p>P) motor LED 1box each box 200pcs</p> <p>Q) sweater 17 box each box 100pcs</p> <p>R) LED (200w) 1 box each box 2pcs</p> <p>S) fuses 2 box each box 20 packages each packages 20pcs</p> <p>T) chain kadi 63 box each box weight 27kg.</p>	BIS Required

13	13	TCLU8917421	40	08-04-2017 05:30:00	VEHICLE TOY FOR KIDS	4250	279 Pckgs	BIS Required
14	14	FSCU9899200	40	06-07-2017 21:17:00	VEHICLE TOY FOR KIDS- BIKE- BMW LOGO on each bike	4730	315 Pcs	BIS Required
15	15	TRLU5930368	40	05-03-2019 03:25:00	Kids Toys (Water Gun (Pichkari))	3470	QTY 1000- 70 Boxes, QTY 144- 40 Boxes, QTY 288- 10 Boxes, QTY 480- 8 Boxes, QTY 200- 75 Boxes. Total 203 Box	BIS Required
16	16	FCIU3429391	20	06-05-2020 23:27:00	Wooden logs	21530		PQ, FUMIGATION Required
17	17	HLXU3191638	20	29-08-2019 15:46:00	Liner Alpha liner 1800H Diameter : 590mm / Wall- Thickness : 8,60mm Length : 233,00mm / Total Thickness : 9,10mm Date of Mfg. : 08/07/2019 Mfg. by : Reline Europe AG.	17450 Kgs	4 Wooden Case	
18	18	POCU0504739	20	25-10-2007 22:43:00	1.5V Battery Cells Brand : Kodek Size : AAA 1.5V 1 Ctn = 2160 Pcs 1 Ctn Net Weight : 16 Kgs 1 Ctn Gross Weight : 17 Kgs Expiry Date : 2012 Made For England	20320 Kgs	1 Lot	BIS/EPRA Required
19	19	DRYU9036922	40	13-05-2011 10:51:00	Tyres & Tubes Brand : Roadys Size: 3.00 -17 & 3.00 -18 Anil Malhotra Ventures Made for India Total quantity : 2550 Pcs approx	11170 Kgs	1 Lot	BIS Required
20	20	TGHU6250410	40	13-02-2016 11:41:00	Kids Toys Battery & Without Battery Operated Vehicle for Children Different size, model, colour & design Car, Scooter & Cycle Made in China	13050 Kgs	496 Ctns approx	BIS Required
21	21	NDSU2106753	20	30-06-2012	Synthetic Rubber Packed in jumbo bags As per the sample is in the form of brownish lumps.It is composed of synthetic rubber- Nitrile type.	7990 Kgs		
22	22	MSKU2161592	20	16-10-2011 04:36:00	EMPTY CYLINDERS	21110		PESO,BIS,SIMS Required
23	23	TTNU3327551	20	04-11-2008 07:31:00	Chair Damaged and Used Total 52 Box Approx	1255		
24	24	GESU3027484	20	05.05.2006	Carbon Black 1 Bag Net Weight : 25 Kgs	18155 Kgs		License Required under Hazardous waste management rules 2016

25	25	TGHU3478958	20	05.05.2006	Carbon Black 1 Bag Net Weight : 25 Kgs	18620 Kgs		License Required under Hazardous waste management rules 2016
26	26	HALU2910973	20	05.05.2006	Carbon Black 1 Bag Net Weight : 25 Kgs Made in China	20720 Kgs		License Required under Hazardous waste management rules 2016
27	27	TGHU2206220	20	05.05.2006	Carbon Black N220 1 Bag Net Weight : 25 Kgs Made in China	18850 Kgs		License Required under Hazardous waste management rules 2016
28	28	HALU2915506	20	05.05.2006	Carbon Black 1 Bag Net Weight : 25 Kgs	21530 Kgs		License Required under Hazardous waste management rules 2016
29	29	TTNU3957000	20	29.05.2006	Carbon Black 1 Bag Net Weight : 25 Kgs	18210 Kgs		License Required under Hazardous waste management rules 2016
30	30	TCLU3718263	20	17-04-2022	mix BATTERY SCRAP-FB TECH.IFR32700/6000 MAH YEAR 2018	22930	LOOSE	DGFT License required
31	31	CRSU1074262	20	05.06.09	Oil Packed in Flexi Tank Leakage Condition	1750 Kgs		
32	32	FSCU3572420	20	16-06-2013 14:31:00	MS Seamless Pipe <i>Print on Pipe : 42.5 X 5 APL 5L GR.B Length : 609cm approx</i>	20530 Kgs	1 Lot	SIMS Required
33	33	PCIU1054721	20	11-10-2017 18:19:00	alloy steel	26920		BIS Required
34	34	GLDU3894162	20	25.08.19	Liner Alpha liner 1800H Diameter : 590mm / Wall- Thickness : 7,20mm Length : 114,00mm / Total Thickness : 7,70mm Date of Mfg. : 19/07/2019 Mfg. by : Reline Europe	15280	1 Lot	
35	35	GESU3652500	20	28.08.19	Liner Alpha liner 1800H Diameter : 590mm / Wall- Thickness : 7,20mm Length : 108,00mm / Total Thickness : 7,70mm Date of Mfg. : 09/07/2019 mfg.: Reline Europe .	15385 Kgs	5 Pallets	
36	36	BEAU2217712	20	25.08.19	Liner Alpha liner 1800H Diameter : 590mm / Wall- Thickness : 7,20mm Length : 114,00mm / Total Thickness : 7,70mm Date of Mfg. : July 2019 Mfg. by : Reline Europe AG.	13800 Kgs	4 Pallets	
37	37	TLLU2450934	20	29.08.19	Liner Alpha liner 1800H Diameter : 590mm / Wall- Thickness : 7,20mm Length : 93,00mm / Total Thickness : 7,70mm Date of Mfg. : 24/06/2019 Mfg. by : Reline Europe AG.	16510 Kgs	5 Pallets	
38	38	CPSU1800314	20	25.08.19	Liner Alpha liner 1800H Diameter : 590mm / Wall- Thickness : 7,20mm Length : 93,00mm / Total Thickness : 7,70mm Date of Mfg. : 25/06/2019 Mfg. by : Reline Europe AG.	11670 Kgs	3 Pallets	

39	39	HLXU3083654	20	25.08.19	Liner Alpha liner 1800H Diameter : 590mm / Wall- Thickness : 8,60mm Length : 74,00mm / Total Thickness : 9,10mm Date of Mfg. : 10/07/2019 Mfg. by : Reline Europe AG.	12520 Kgs	5 Pallets	
40	40	GATU0388528	20	28.08.19	Liner Alpha liner 1800H Diameter : 590mm / Wall- Thickness : 7,20mm Length : 88,00mm / Total Thickness : 7,70mm Date of Mfg. : 25/06/2019 Mfg. by : Reline Europe AG.	15000 Kgs	5 Pallets	
41	41	HLBU1040091	20	25.08.19	Liner Alpha liner 1800H Diameter : 590mm / Wall- Thickness : 7,90mm Length : 77,00mm / Total Thickness : 8,40mm Date of Mfg. : 10/07/2019 Mfg. by : Reline Europe AG.	10870 Kgs	5 Pallets	
42	42	CAXU3296590	20	25.08.19	Liner Alpha liner 1800H Diameter : 450mm / Wall- Thickness : 5,80mm Length : 299,60mm / Total Thickness : 6,30mm Date of Mfg. : 21/06/2019 Mfg. by : Reline Europe AG.	11570 Kgs	1 Lot	
43	43	UACU3902222	20	25.08.19	Liner Alpha liner 1800H Diameter : 590mm / Wall- Thickness : 7,20mm Length : 100,00mm / Total Thickness : 7,70mm Date of Mfg. : 21/06/2019 Mfg. by : Reline Europe AG.	10280 Kgs	4 Pallets	
44	44	CAIU2638228	20	05-08-2011 03:53:00	EMPTY CYLINDERS(each cylinder wt 51.9kg)	21560		PESO,BIS,SIMS Required
45	45	GESU2745933	20	41852	Concrete Cement Block in Round Cylindrical Drums	6910 Kgs		
46	46	CAIU8439809	40	06-10-2014 02:33:00	LED BULB(NO BIS CERTIFICATION)	7940	987 PCKGS	BIS Required
47	47	CAXU3214186	20	01-08-2011 22:48:00	CYLINDERS	21650		PESO,BIS,SIMS Required
48	48	BHCU3116338	20	05-08-2011 20:25:00	Cylinders(52.1 KG) as mentioned on Cylinder	20765	417 Cylinders Approx	PESO,BIS,SIMS Required
49	49	MSKU2368620	20	14-10-2011 23:39:00	Cylinders(52.1 KG) as mentioned on Cylinder	20810	401 Cylinder Approx	PESO,BIS,SIMS Required
50	50	MSKU3845901	20	12-09- 2011	caustic soda, Net Wt of Cargo in Each Bag=25 KG. Gross Weight 25.1 KG	21170 Kgs		

51	51	NYKU5514779	40	03-05-2012	Pipes	Pipes 40"*3" Total 17 pckgs Each Pckgs has 17 Pcs
52	52	CAIU2438723	20	03-11-2013	Cement Blocks DIMENSION 19"*9"*3"	221 Pcs Approx
53	53	CRXU9967788	40	03-04-2013	old and used clothes(Mutilated)	bidder/buyer is to be listed as Co-operative societies/Organisation under Circular No. 711/2/98-Cus(AS) dated 11.02.1998. Further 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.

ICD/Moradabad

Sr. no.	Lot no	Container No.	Size	Date of Arrival	Comm.	Wt. (approx.)
1	1	TRLU4809217	40	25-08-2014	Gravel	7100 kg
2	2	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 – Kanjurnag Mumbai . IFSC Code – HDFC0004989, Bank A/c No. CONNRO055.

FHEL/Sonepat:

Lot no.	Description of Items	Quantity approx. in Kgs.
1	Swepted Waste of misc. used packing material (torn carton, CFB & plastic angles, plastic waste, plastic cut straps, torned paper pulp trays etc) 5 MT approx. Plus any excess material found at the time of giving delivery of the material. Delivery will be given by weight.	5,000

1. The above material is available for inspection by the prospective bidders on the above address.
2. The sale would be on as is where is basis.
3. Applicable taxes would be extra.
4. The quantities / weight indicated are tentative. However, the payment would be for the quantities physically delivered.
5. The bidders may bid for full quantity, Lot-wise.

6. The weight indicated is approx. may vary. However, the delivery will be given on actual weight basis. The bidders are advised to visit the location and make their own assessment before bidding.

7. At the time of delivery Excess material, if any, will be offered at same rate and terms.

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

Beneficiary –Fresh and Healthy Enterprises Ltd.

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

Account no:005981400000031

IFSC Code:YESB0000059

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 **wait for the finalisation of the bid. This Option once exercised cannot be withdrawn later on.**

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 from the date of closing of E-auction or date of approval of bid, as the case may be (excluding the date of closing of e-Auction or date of approval of bid as the case may be). 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 issuance of Acceptance letter/Sale order, excluding the date of issuance of Acceptance letter/Sale order. The Acceptance letter/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) and after necessary approvals from concerned authorities 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 hour 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 concerned Terminal Head.**

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) Days from date of Delivery Order issued by Auctioneer(excluding 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.. Bidders are not allowed to take the sample from the lot.

- 6.2 Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate. 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.

NOTE:

- a. TCS on scrap sale to all resident customers is to be collected @1% on any amount of scrap sale value.**
- b. TCS on sale of goods other than scrap is collected @0.1% of sale value (if aggregate of sale exceeds 50 Lakh in a F/Y for a party)**

NOTE:

Only those bidders can participate in the auction , who can fulfil the given conditions imposed by Customs in Remarks Column.