

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: pushkar@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)</p> <p>Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020. Date: 25-10-2024 Time: from 10.00 hrs to 16.00 hrs</p> <p>Place: : ICD/DDL (Ludhiana) Container Corporation Of India Ltd., Inland Container Depot, Focal Point, Dhandari Kalan, Ludhiana – 141001, Ph: 9560597230, 8128663117 Date: 24-10-2024 Time: : from 10.00 hrs to 16.00 hrs</p> <p>Place: ICD/KKU (JAIPUR) - Container Corporation of India Ltd., Inland Container Depot, Kanakpura, Jaipur. Phone: 0141-2405800, 9001535333 Date: 24-10-2024 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: 25-10-2024 Time: from 10.00 hrs to 4.00 hrs</p> <p>Multi Model Logistics Park, Barhi Plot No.1 to 5 (A) , Sector -24, Phase III, Barhi Industrial Estate, Sonipat, Haryana-131101Contact no.- 7082917602 Date: 25-10-2024 Time: from 10.00 hrs to 16.00 hrs</p> <p>CTKR/Majerhaat CTKR, Majerhat Terminal, P-144 Remount Road, Kantapukur, Kolkata – 700088, West Bengal, Contact:8128663109 / TM-CTKR Date: 24-10-2024 Time: from 10.00 hrs to 16.00 hrs</p> <p>Place: ICD MALANPUR (GWALIOR) Container Corporation of India Ltd. Inland Container Depot, Malanpur. Phone 07539-28345, 9755554838 Date: 23-10-2024 Time: from 10.00 hrs to 16.00 hrs</p>
Online Auction date	30-10-2024
Online Auction Result	The Provisional Result of the auction will be displayed on website (_www.mstcecommerce.com) on 30-10-2024 or later

ICD/TKD

Sr. no.	Lot no.	Container no.	Size	Arrival Date	Approx Wt. in Kgs	Approx Pkg	Commodity	Remarks
1	1	FCIU3898845	20	11.08.16	20260 Kgs	1 Lot	Solid Cyndrical Iron Rod (Steel Bars) Different Dia, Sizes & Grade Product : 5A02244q0A5 /4742092q0A6/4032044q0A3 / 403161090A5/ 403118090A2 Grade : AISI M2 /D2 /H13 Heat : SG0481B6-10+1/SG0435-50+1/SG0335-20+2/SG0400-G60+1 / SG0511-AF0+1/ SG0797/ Size : 202mm/126mm /102mm/75mm/32mm Mfg by : Gloria Material Technology Corp. Made in Taiwan	
2	2	GLDU5725032	20	02.06.14	18745 Kgs	1 Lot	Oil Packed in MS Drums	
3	3	ESPU2006250	20	25.03.07	17425 Kgs	1 Lot	Aluminium Oxides Packed in jumbo bags As per the lab report the sample is in the form greenish grey coloured coarse powder together with small lumps. It is mainly composed of oxides of aluminium & chromium along with small amount of oxides of other inorganic compounds. $Al_2O_3 = 76.83\%$ / $Cr_2O_3 = 18.67\%$	
4	4	TGHU1528330	20	12.05.13	13440 Kgs	1 Lot	Chemical Consits of Polyethylene Wax inorganic filler Packed in Jumbo bags As per the lab report the sample is in the form of cream color small Lumps & coarse powder. It is a preparation containing polyethylene wax, inorganic fillers & other additives.	
5	5	HJCU8432066	20	07.09.16	1950 Kgs	1 Lot	Badminton Racket & Consumer Goods Made in China a) Unbranded Badminton Racket 1 Ctn = 50 Pcs Total quantity : 4450 Pcs approx b) Small Water Gun 1 Ctn = 432 Pcs Total quantity : 25900 Pcs approx c) Photo Frame Total quantity : 24 Pcs approx	
6	6	TCKU9624821	40	14-07-2019	10010 Kgs		Polyester Fabric Assorted Sizes	

7	7	UACU3460938	20	06.09.10	6700 Kgs	22 Boxes	Old & Used Household Goods Old & Used Cloths, Utensils, Kitchen Accessories, Crockery Set, (5 Ctns) Books, Plastic Jar, Used Shoes, Spices (5 Ctns) TV Satnd (1 Pcs) , Carpet (1 Roll), Gas Stove (1 Pcs), Plastic Bucket (2 Pcs), Refrigerator (02 No's), Samsung Washing Machine (01 No), Plastic Drums (02 No's), Tea Pot (02 No's)	
8	8	BAXU2646815	20	23.06.16	2285 Kgs	1 Lot	Old & Used Household Goods - Old & Used Clothes , Data Cable (05 Ctns) , Old & Used Books (01 Ctns), Mattress (07 No's), Wooden Chair (16 No's), Wooden Bed (01 No), Wooden Items (04 Ctns), Wharfedale Loudspeakers (04 No's), Kitchen Equipments / Crockery Items/Wall Painting (02 Ctns), Metal Frame (01 No), Gas Stove (01 No), LG Washing Machine (01 No), Hitachi Fridge Double Door (01 No), Iron Stand (04 No's)	
9	9	HLBU2128850	40	11-12-2021	8980 Kgs	Rags in Bales	Requirement of valid authorisation issued by the DGFT, as per para 2-31(ii) of Foreign Trade Policy 2015-20 which stipulates that import of second hand goods other than capital goods are restricted in nature- Further, for completely Mutilated rags importation allowed after fulfilling the condition as described in circular no- 36/200 dated 08- 05-2000-	

10	10	GESU6217554	40	10.09.2016	2730 Kgs	1 Lot	Completely Pre-mutilated Rags Condition of the cargo is not good.	
11	11	FCIU3166166	20	05.08.2018	24300 Kgs	1 Lot	Ammonium Chloride 99.5% 1 Bag Net Weight : 25 Kgs 1 Bag Gross Weight : 25.10 Kgs Made in China As per the CRCL report the sample as received is in the form of off white crystalline powder. It has the characteristics of ammonium chloride. Ash (% by mass) = 1.18%	
12	12	SCMU2023834	20	26.02.2005	17020 Kgs	14 Jumbo bags	Feldspar Powder & Lumps Packed in Jumbo bags. As per the lab report the sample is in the form of yellowish grey lumps along with coarse powder. It is mainly composed of compounds of calcium, chromium, zinc, nickel, iron along with siliceous matter and other inorganic matter. Ash (% by mass) = 69.37%	
13	13	BLJU2655598	20	22.11.2023	14000 Kgs	15 Pallets	Automobile Spare Parts Brand : ATS a) Break Liners (65 Ctns approx) 1 Ctn = 8 Pcs Total quantity : 520 Pcs approx b) Disc Break Pads 1 Pallet = 84 Sets Total quantity : 1092 Set approx c) 8 x 16 (FT) Steel Rivet (26 Ctns) Made in India	Subjected to IPR NOC
14	14	MSKU8748099	40	11.12.2010	8810 Kgs	1 Lot	Old & Used Machine & Accessories Roller, Wooden Pallets Model, Make, Mfg Date are not available	No objection for Auction subject to condition that the imported goods are capital goods as per FTP para 2.3.1. Please ensure that goods are other than E-waste.

15	15	TGHU6196618	40	24.03.2023	2310 Kgs	7 Pkgs	Medical Equipment Empty Tank (07 No's) Capacity : 1500 Litre Brand : Novair Made in France	
16	16	MSCU5376363	40	25.03.23	2700 Kgs	9 Wooden Case	Medical Equipment Brand : Novair Made in France a) Empty Tank (08 No's) Capacity : 1000/500 Litre b) Panel (07 No's)	
17	17	FCIU3210280	20	01.03.23	2020 Kgs	8 Wooden Case	Medical Equipment Brand : Novair a) Refrigeration Dryer (07 No's) Type : ATS- F 450 Date : 04.03.2022 b) Empty Tank (01 No) Capacity : 900 Litr air	With respect of Refrigeration if ODS then DGFT Licence required otherwise free and may be auctioned
18	18	UACU5897038	40	07.06.2021	9000 Kgs	1 Unit	Second Hand Belt Loader Model No : TC888D DL Unit No : 055957024 Print on Loader : Delta Mfg. Date are not available	No objection for Auction subject to condition that the imported goods are capital goods as per FTP para 2.3.1. Please ensure that goods are other than E- waste.
19	19	ECNU2246458	20	30.10.21	10000 Kgs	5 Wooden Case	Die Casting Mould of different sizes	No objection for Auction as the goods are freely importable as per import policy.

20	20	NYKU4808510	40	25.06.15	28010 Kgs	1 Lot	<p>Assorted Mix Items Origin : China Different Sizes of Trophies (30 Ctns approx) Pen Holder (10 Ctns approx) Stick Notes (05 Ctns approx) Basket Balls (50 Ctns approx) Stencils & Card Case Loose Condition Great Knives (10 Ctns approx) Tape (15 Ctns approx) Mop Rod (40 Ctns approx) Turbo Core Assemble Parts (100 Ctns approx) Binder Clips (20 Ctns approx) Ladies Undergarments of Different Sizes & Colour (50 Bdls approx) New Concept Sparkle (22 Ctns approx) Stationery Items (20 Ctns & Loose Condition) Packing Wrapper (10 Ctns approx) Sezer (05 Ctns approx) White Board (03 Ctns approx) Led Stand Board (01 Ctn approx)</p>	
21	21	GESU4762992	40	03.07.2014	5990 Kgs	1 Lot	Foundation Bolt For Bucket Elevator	
22	22	HDMU6760337 ILCU6512277, CXNU2218190	40	16.08.2009	13610 Kgs	1 Lot	<p>Mix Consumer Items a) Wrist Watch Parts in CKD condition b) Different Types of Calculator Brand : Citizen, Casio c) Kids Shoes, Zip, Battery Most of the cartons are wear & tear condition counting are not possible.</p>	Required EPR as per battery waste management rules for Battery and other items fit for auctioned
23	23	MSCU3833434 CXNU0902979	20	31.12.2008	19900 Kgs	1 Lot	<p>Shredded Steel Scrap Stored in MS Drums</p>	Required:- SIMS, PSIC NOC from SPCB

24	24	TGHU9394330	40	08.12.2011	19850 Kgs	24 Pallets	Display Tubes 15 inch datagraphic display Monitor Display 1 Pallet = 72 Pcs Total Qty = 1728 pcs approx. Made in Thailand	EPR requirement
25	25	CAIU2666699	20	15.07.2022	3750 Kgs	1 Lot	Aluminium Door & Sliding Window With Glass Different Sizes Nova Door Series Beige 71 1/2 x 79 1/2 Window 300 Series 46 1/2 x 46 1/2 L/R Date : Feb 2022	Required:- NFMIMS certificate
26	26	TRLU3014833	20	26.09.2004	3050 Kgs	1 Lot	Digital Versatile Disc (DVD) Item : One app Density 1 Ctn = 250 Pcs approx	
27	27	TEMU0786338	20	18.07.2022	26790 Kgs	14 Pallets	Clear Glass Sheets Length = 60" / Width = 24" 1 Pallet = 216 Pcs approx Total quantity : 3000 Pcs approx	
28	28	DRYU2253818	20	22-03-2017	190 Kg		Yarn waste of various colours	Licence from Pollution Control Bard/MEF as per Hazardous Waste management Rules, 2016
29	29	HLXU4581266	40	16-04-2011	25020 Kg		Unprinted PVC rolls in stock lot condition, Different size colour & GSM	If end use of plastic rolls is packaging, then plastic EPR is required
30	30	MSCU9253475	40	17-06-2015 09:51:00	3490 kgs		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	

31	31	BHCU4936199	40	28-08-2016 17:14:00	23010 Kgs	<p>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</p>	
32	32	INKU6320575	40	09-09-2016 09:26:00	18280	<p>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</p>	
33	33	DFSU7070955	40	20-08-2016		OLD CLOTHES MUTILATED CONDITION	PROPER FUMIGATION
34	34	MSKU3845901	20	12-09-2011	21170 Kgs	Caustic soda, Net Wt of Cargo in Each Bag=25 KG. Gross Weight 25.1 KG	

DSO Containers:

SL No.	Container No.	SIZE/TYPE
1	CFLU2131178	20SA

2	CFLU2132359	20SA
3	CXIU2221761	22EO
4	CXIU2221988	22EO
5	CXIU2223954	22EO
6	CXIU2224101	22EO
7	CXIU3210036	20HC
8	CXIU3211834	20HC
9	CXIU3212044	20HC
10	CXIU3212255	20HC
11	CXIU3212511	20HC
12	CXIU3212701	20HC
13	CXNU1212474	20SA
14	CXNU1213341	20SA
15	CXNU1214142	20SA
16	CXNU1215853	20SA
17	CXNU1221630	20SA
18	CXNU1223822	20SA
19	CXNU1223870	20SA
20	CXNU1225717	20SA
21	CXNU1227751	20SA
22	CXNU2212247	20EO
23	CXNU2212714	20EO
24	CXNU2213618	20EO
25	CXNU2214086	20EO
26	CXNU2214506	20EO
27	CXNU2216387	20EO
28	CXNU2217188	20EO

29	CXNU2218266	20EO
30	CXNU2218461	20EO
31	CXNU2219299	22HC
32	CXNU2219637	22HC
33	CXNU2219874	22HC
34	CXNU2220005	22HC
35	CXNU2220134	22HC
36	CXNU2221547	22HC
37	CXNU2223339	22HC
38	CXNU2223365	22HC
39	CXNU2223771	22EO
40	CXNU2223880	22EO
41	CXNU2226174	22HC
42	CXNU2226791	22HC
43	CXNU2227503	22HC
44	CXNU2227519	22HC
45	CXNU2227606	22HC
46	CXNU2227838	22HC
47	CXNU2228011	22HC
48	CXNU2228069	22HC
49	CXNU2228310	22HC
50	CXNU2228372	22HC
51	CXNU2228388	22HC
52	CXNU2229300	22HC
53	CXNU2229527	22HC
54	CXNU2229851	22HC
55	CXNU2229960	22HC

56	CXNU2230019	22HC
57	CXNU2230045	22HC
58	CXNU2230240	22HC
59	CXNU2230343	22HC
60	CXNU2230852	22HC
61	CXNU2230976	22HC
62	CXNU2231170	22HC
63	CXNU2231397	22HC
64	CXNU2231870	22HC
65	CXNU2231930	22HC
66	CXNU3210090	20HC
67	CXNU3210260	20HC
68	CXNU3210830	20HC
69	CXNU3211369	20HC
70	CXNU3211590	20HC
71	ILCU5006551	20EO
72	ILCU5009421	20EO
73	ILCU5010382	20EO
74	ILCU5016781	20EO
75	ILCU5017622	20EO
76	ILCU5018059	20EO
77	ILCU5018871	20EO
78	ILCU5021176	20EO
79	ILCU5022850	20EO
80	ILCU5025119	20EO
81	ILCU5034717	20EO
82	ILCU5047801	20EO

83	ILCU5105512	20HC
84	ILCU6504517	20SA
85	ILCU6505508	20SA
86	ILCU6506079	20SA
87	ILCU6511157	20SA
88	ILCU6511727	20SA
89	ILCU6512533	20SA
90	ILCU6513313	20SA
91	NSLU2000826	20EO
92	TRIU2764607	20EO
93	TRIU2968093	20EO

Technical Lots:

Lot no.	Description of cargo	Qty./Unit
1	Half Drum Filled Used Oil (Plastic) (On as is where basis)	09 no's
2	Old Used Tyre Fork Lift (On as is where basis)	12 no's
3	RTG Noell make Gantry crane (Year of commissioning at ICD/TKD-Oct.1996) Excluding Engine, DG set , cable, spreader cable and thrusters brake)	1 (weight approx. 126 MT)

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.

DDL/LUDHIANA

Sr. no.	Lot no.	Container no.	Sz	Weight	Commodity	Remarks
1	1	MSKU5183131	20	19670	METAL SCRAP	Regulatory compliance such as PSIC or any other approval, if any, shall be complied
2	2	MRKU6538126	20	20240	METAL SCRAP	Regulatory compliance such as PSIC or any other approval, if any, shall be complied

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

ICD/KANAKPURA:

Lot	CTR NO	CTR SIZE	ARRIVAL DATE	Commodity	Approx. Cargo Wt. (in MT)	Remarks
Lot-1	FCIU2938901	20	18-08-2022	Accessories	1.87	
	TCNU1119031	40	10-07-2022	Accessories	4.1	
	MRKU3463281	40	10-07-2022	Accessories	4.2	
	MSKU8763365	40	10-07-2022	Accessories	5.2	
Lot-2	MRKU5232635	40	10-07-2022	Accessories	4.2	
Lot-3	Cargo	Loose	15.05.23	Kraft Multiwall Bags/Waste Paper	50.58	Required, NOC for below mentioned containers, subject to approval of (Preventive & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution)

2. For Lot No. 4 & 5, custom deptt. has given conditional NOC, subject to having valid BIS license for manufacturing of toys under IGCRS 2022, in terms of Notification no. 050/2017-cus dated 30.06.2017 and CBEC Boards' instruction No. 06/2023 dated 13.02.2023
3. Only cargo in container would be auction.

For ICD/Jaipur -online payment, account details of CONCOR are Container Corporation of (I) Ltd., Bank Name – HDFC Bank, Branch – Kanjumarg Mumbai . IFSC Code – HDFC0004989, Bank A/c No. CONNRO057.

FHEL/SONEPAT

Sr No	Description	Qty	Date of Capitalisation
1	Sorting & Grading Machine	1	14.08.07
2	Packing Machine assembly	1	14.08.07
3	Poly bag packing line	1	14.08.07
4	Tray-packing line	1	14.08.07
5	Pre-coolers	1	14.08.07
6	Pre-coolers	1	14.08.07
7	Pre-coolers	1	14.08.07
8	P re-coolers	1	09.07.08

For ICD/Sonipat/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

MMLP/BARHI

Lot. No	Description of Material	Quantity	Remarks
1	Tyres 18x25 40 Ply (RST)	28 nos.	Old used
2	Tyres 16 x 25 32 Ply (FLT)	14 nos.	Old & used
3	Old Used oil drum	1260 litres.	old & used
4	Battery	07 nos.	Old & used/expired
5	Empty drum (Plastic)	09 nos.	Old
6	Empty drum (Iron)	35 nos.	Old

FOR MMLP/BARHI: BENEFICIARY BANK ACCOUNT No. CONNRO084

BENEFICIARY NAME CONTAINER CORPORATION OF INDIA LIMITED NORTH REGION

CUSTOMER CODE 084

CUSTOMER NAME NITIN VATS

BANK NAME HDFC Bank Ltd

Branch Address Sandoz House, Worli, Mumbai 400018

IFSC CODE HDFC0000240

CTKR/MAJERHAT

<u>CONCOR / CTKR TERMINAL / MAJERHAT /KHIDDERPORE/ KOLKATA - 700088 / West Bengal</u>						
SI No	Lot no.	Container No	Size	QTY	type	Name of Terminal & Address
1	1	CXIU2210978	20 EO	13	DSO Container	CTKR Terminal, Majerhat, P-144 Remount
2		CXIU3210801	20 HC			
3		ILCU5023991	20 EO			
4		ILCU5029135	20 EO			

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) working Days from 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.. 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.