

**CONTAINER CORPORATION OF INDIA LTD**  
**Inland Container Depot, Tughlakabad, New Delhi- 110044**  
**Tel: 011-26368083, Fax:011-26368085**

Web Site: [www.concorindia.co.in](http://www.concorindia.co.in) Email: [tkd.auction@concorindia.com](mailto: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](mailto:pushkar@mstcindia.co.in)

Website: [www.mstcecommerce.com](http://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: <b>ICD/TKD(TUGHLAKABAD)</b></p> <p><b>Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020.</b> <b>Contact no. :9560597295,9205592790</b> <b>Date:28-11-2024</b> <b>Time: from 10.00 hrs to 16.00 hrs</b></p> <p><b>Place: ICD/DADRI</b> <b>Container Corporation. of India Ltd., Inland Container Depot, Noida- Dadri Road, Near Dadri Railway Station, Tilapata, Greater Noida, Dist. Gautam Budh Nagar (U.P.)</b> <b>Contact No. 0120-2352800 , 9560597210,9205592789</b> <b>Date:26-11-2024</b> <b>Time: from 10.00 hrs to 16.00 hrs</b></p> <p><b>CTKR/Majerhaat</b> <b>CTKR, Majerhat Terminal,</b> <b>P-144 Remount Road, Kantapukur,</b> <b>Kolkata – 700088, West Bengal,</b> <b>Contact: 9163390945,7227064370</b> <b>Date: 27-11-2024</b> <b>Time: from 10.00 hrs to 16.00 hrs</b></p>
Online Auction date	<b>29-11-2024</b>
Online Auction Result	The Provisional Result of the auction will be displayed on website ( <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> ) on <b>29-11-2024</b> or later

**ICD/TKD**

Sr.no.	Lot no.	Container no.	Size	Arrival Date	Approx Wt. in Kgs	Approx Pkg	Commodity	Remarks
1	1	CAAU5566670	40	18.05.23	4640 Kgs	1 Lot	Different Types of Vehicle Head Lamp Cover Innova, Corolla a) Head Lamp Cover Without Tube (272 Ctns approx) 1 Ctn = 4 Pcs Total quantity : 1088 Pcs approx b) Head Lamp Cover Without Tube (35 Ctns) 1 Ctn = 1 Pcs Total quantity : 35 Pcs approx c) Fog Lamp Cover Without Tube (20 Ctns) 1 Ctn = 50 Pcs Total quantity : 1000 Pcs approx Made in China	EPR Required
2	2	CMAU5734742	40	18.12.11	16880 Kgs	25 Pallets	Display Tubes 14 inch Colour Picture Tube 1 Pallet = 72 Pcs Total Qty = 1800 pcs approx. Made in Philippines	Required EPR registration certificate for home clearance. Further if the same are CRT Monitor then the same attracts the ADD as per Notification 135/2009
3	3	CMAU5103243	40	18.01.12	17760 Kgs	26 Pallets	Display Tubes 14 inch Colour Picture Tube 1 Pallet = 72 Pcs Total Qty = 1872 pcs approx. Made in Philippines	Required EPR registration certificate for home clearance. Further if the same are CRT Monitor then the same attracts the ADD as per Notification 135/2009

4	4	ESPU8043332	40	05.03.12	16190 Kgs	25 Pallets	Display Tubes 14 inch datagraphic display Monitor Display, 1 Pallet = 72 Pcs Total Qty = 1800 pcs approx. Made in Thailand	Required EPR registration certificate for home clearance. Further if the same are CRT Monitor then the same attracts the ADD as per Notification 135/2009
5	5	TCNU7780389	40	18.12.13	12000 Kgs	1 Lot	E-Rickshaw Parts in CKD Condition. E-Rickshaw Chassis, Rickshaw Abs Roof, Seat frame, Driver Seat Frame, Seat Foam, Axle without Motor, Head Lights With Tube, Wire, Switch, Mirror, Tyre With Rim, Battery Cover, Hand Break, Adjustable Shocker, Without battery.	EPR Required
6	6	FCIU6315010	20	21.11.21	7810 Kgs	1 Lot	Punching Press Machine & Accessories a) Punching Press Machine (02 No's) Model No : JH 21- 25T b) Manual Stacker (02 No's) Capacity : 2000 Kgs Mfg Date & Make not available	No objection for Auction. However, if goods are old and used, the NOC is subjected to the condition that the imported goods are capital goods as per FTP para 2.31 and other than E- Waste.
7	7	FCIU3718183	20	08-06-2013 00:00	22720 Kgs		Polished Marble Slabs Thikness - 20 mm a)115" x 44" = 38 slabs b)115" x 50" = 14 slabs c)115" x 46" = 39 slabs d) 67" x 60" = 31 slabs e) 65" x 60" = 15 slabs f)72" x 81" = 19 slabs g)75" x 100"= 19slabs Total = 137 Marble Slabs.	

8	8	GESU3915530	20	30.01.2019	24935 Kgs	1 Lot	Sodium Thio Sulphate 99% Min 1 Bag Net Weight : 25 Kgs 1 Bag Gross Weight : 25.10 Kgs As per the lab report the sample is in the form of colourless crystalline solid. It has the characteristics of Sodium Thiosulphate. Sodium Thiosulphate % by mass : 99.04%
9	9	DFSU2302317	20	30.01.2019	24800 Kgs	1 Lot	Sodium Thio Sulphate 99% Min 1 Bag Net Weight : 25 Kgs 1 Bag Gross Weight : 25.10 Kgs As per the lab report the sample is in the form of colourless crystalline solid. It has the characteristics of Sodium Thiosulphate. Sodium Thiosulphate % by mass : 99.13%
10	10	CAIU2226766	20	27.06.13	10400 Kgs	1 Lot	Soil Packed in plastic bags
11	11	APHU6797238	40	03.05.22	10800 Kgs	340 Rolls approx	Polypropylene Items Product Name : Melt- blown Specification : 175mm Meters : 1 Roll = 2100m 1 Roll Net Weight : 37.20 Kgs/ 20.2 Kgs Gram Weight : 25gsm(±2) Date of Mfg. : 28.02.2022/01.03.2022
12	12	TLLU5037190	20	11.06.22	11410 Kgs	317 Rolls approx	Polypropylene Items Product Name : Melt- blown Specification : 175/250mm Meters : 1 Roll = 2100/2250m 1 Roll Net Weight : 24.2 Kgs/ 39.70 Kgs/ 25.3 Kgs Gram Weight : 24gsm(±2) /25gsm(±2) Date of Mfg. : 30.04.2022/28.04.2022

**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/DADRI**

<b>Lot No.</b>	<b>Lot Name</b>	<b>Container Size</b>	<b>Quantity</b>
1	CXNU2216176	20 Feet	1.00 LOT
2	ILCU5023760	20 Feet	1.00 LOT
3	NSLU2003825	20 Feet	1.00 LOT
4	CXNU2211092	20 Feet	1.00 LOT
5	CXNU2213726	20 Feet	1.00 LOT
6	CXNU2213921	20 Feet	1.00 LOT
7	CXNU2213990	20 Feet	1.00 LOT
8	CXNU2214511	20 Feet	1.00 LOT
9	CXNU2215333	20 Feet	1.00 LOT
10	CXNU2215713	20 Feet	1.00 LOT
11	CXNU2215797	20 Feet	1.00 LOT
12	CXNU2215858	20 Feet	1.00 LOT
13	CXNU2216941	20 Feet	1.00 LOT
14	CXNU2216957	20 Feet	1.00 LOT
15	CXNU2218271	20 Feet	1.00 LOT
16	CXNU2218440	20 Feet	1.00 LOT
17	CXNU2218651	20 Feet	1.00 LOT
18	CXNU2219196	20 Feet	1.00 LOT
19	ILCU5013756	20 Feet	1.00 LOT
20	ILCU5013904	20 Feet	1.00 LOT
21	ILCU5014881	20 Feet	1.00 LOT
22	ILCU5015002	20 Feet	1.00 LOT
23	ILCU5020143	20 Feet	1.00 LOT
24	ILCU5023008	20 Feet	1.00 LOT
25	ILCU5023230	20 Feet	1.00 LOT
26	ILCU5024616	20 Feet	1.00 LOT
27	ILCU5025269	20 Feet	1.00 LOT
28	ILCU5025280	20 Feet	1.00 LOT

29	ILCU5030310	20 Feet	1.00 LOT
30	NSLU2000805	20 Feet	1.00 LOT
31	CXNU2213840	20 Feet	1.00 LOT
32	NSLU2004950	20 Feet	1.00 LOT

**Technical Material**

LOT NO.	DESCRIPTION OF SCRAP MATERIAL	UNIT	QUANTITY
1	AFTER COOLER'S	NOS	10
2	OLD / USED TYRE's 18X25 (tube less tyre)	NOS	103
3	OLD USED OIL DRUM'S (Capacity : 210 liters each )	NOS	78
4	<b>BATTERIES -</b>	NOS	80
	A) 180AH (REEFER,RST DG SETS)		
	B) 470AH ( REEFER PARK)	NOS	1
5	EMPTY OIL DRUMS (Capacity : 210 liters each )	NOS	80
6	EMPTY PLASTIC DRUMS (Capacity : 210 liters each )	NOS	18

**Exim Lot**

Lot. No	Container No	Size	Date of Arrival	Commodity	Weight (Approx)
1	HJCU2259020	20	26-03-2013	1. Mild Steel Scrap	1. Mild Steel Scrap

				2. Refractory Bricks	(7130 Kgs Approx) 2. Refractory Bricks (300 Kgs Approx)
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For ICD/DADRI, GAUTAM BUDH NAGAR online payment, account details of CONCOR are - Name - Container Corporation of (I) Ltd., Bank Name – HDFC Bank, Branch-Sandoz branch Mumbai, IFSC – HDFC0000240 Bank A/C no. DADRIC403

### CTKR/MAJERHAT

CONCOR / CTKR TERMINAL / MAJERHAT / KHIDDERPORE/ KOLKATA - 700088 / West Bengal						
Sl 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 Road, Kantapur, Kolkata - 700088
2		CXIU3210801	20 HC			
3		ILCU5023991	20 EO			
4		ILCU5029135	20 EO			
5		CFLU2132322	20 SA			
6		ILCU5022871	20 EO			
7		CXNU2218034	20 EO			
8		CXNU2222287	22 HC			
9		ILCU5027153	20 EO			
10		CXNU2222163	22 EO			
11		CXNU2212421 (CXNU2212420)	20 EO			
12		CXNU2216900	20 EO			
13		CXNU3212215	20 HC			

Name of account holder	Name of Bank	IFSC Code	Account Numbers	Customer Code	Customer Name	Email id	Mobile no.	Location of the Terminal
Container Corporation of India Ltd. Eastern Region	HDFC Bank	HDFC00004989	CONEROC TKR	CTKR	V.K. Gupta	<a href="mailto:vkgupta@concorindia.com">vkgupta@concorindia.com</a>	8128663109	CTKR, Majerhat, Kolkata

## 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](http://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.**