

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

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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: pxsinha@mstcindia.co.in

Website: www.mstcecommerce.com

CONCOR ONLINE AUCTION SALE

M/s MSTC Limited is an e-auction service provider to obtain rates online through the portal. The Sale & Purchase are made directly by seller & buyers. This is only for the purpose of intimation. M/s Container Corporation of India Ltd. (CONCOR) will sell various types of Uncleared/Unclaimed imported cargo brought into India and Scrap items, Damaged Empty Containers, etc, through Online Auction.

SCHEDULE OF PROGRAMME

Inspection Materials: Date & Timings	of ICD/TKD (TUGHLAKABAD)- 28.05.2020 & 29.05.2020 DCT/ Okhla - 28.05.2020 & 29.05.2020 Time for inspection from 10:00 Hrs to 16:00 Hrs
Venue Inspection	of ICD/TUGHLAKABAD – Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020 Phone –9755099684, 9560597263 DCT/OKHLA- Container Corporation of India Ltd. Domestic Container Terminal, Okhla Phase-II New Delhi – 110020 Phone -01126384229, 9811411930
Online date	Auction 30.05.2020 (Details available on www.mstcecommerce.com)
Online Result	Auction The Provisional Result of the auction will be displayed on website (www.mstcecommerce.com) on 30.05.2020 or later

ICD/TKD

Summary of 28 Nos. of old, used, damage small size(10x8 ft.) Containers (Domestic)					
Sl. No.	Lot. No.	Container No.	Size(10x8 ft.) aprox.	Approx Tare Wt. (In MT.)	
1	15	SL NO-1	10 feet	1.3	
2	16	SL NO-2	10 feet	1.3	
3	17	SL NO-3	10 feet	1.3	
4	18	SL NO-4	10 feet	1.3	
5	19	SL NO-5	10 feet	1.3	
6	20	SL NO-6	10 feet	1.3	
7	21	SL NO-7	10 feet	1.3	
8	22	SL NO-8	10 feet	1.3	
9	23	SL NO-9	10 feet	1.3	
10	24	SL NO-10	10 feet	1.3	
11	25	SL NO-11	10 feet	1.3	
12	26	SL NO-12	10 feet	1.3	
13	27	SL NO-13	10 feet	1.3	
14	28	SL NO-14	10 feet	1.3	
15	29	SL NO-15	10 feet	1.3	
16	30	SL NO-16	10 feet	1.3	
17	31	SL NO-17	10 feet	1.3	
18	32	SL NO-18	10 feet	1.3	
19	33	SL NO-19	10 feet	1.3	
20	34	SL NO-20	10 feet	1.3	
21	35	SL NO-21	10 feet	1.3	
22	36	SL NO-22	10 feet	1.3	
23	37	SL NO-23	10 feet	1.3	
24	38	SL NO-24	10 feet	1.3	
25	39	SL NO-25	10 feet	1.3	
26	40	SL NO-26	10 feet	1.3	
27	41	SL NO-27	10 feet	1.3	
28	42	SL NO-28	10 feet	1.3	

Summary of 64 Nos. Empty Tank Container				
Sl. No.	Lot No.	Container No.	Size	Approx Tare WT (in Kgs)
29	43	CXIU3000132	20	4850
30	44	CXIU3001611	20	4850
31	45	CXIU3000750	20	4850
32	46	CXIU3000791	20	4850
33	47	CXIU3000488	20	4850
34	48	CXIU3002027	20	4850
35	49	CXIU3001226	20	4850
36	50	CXIU3000615	20	4850
37	51	CXIU3002182	20	4850
38	52	CXIU3002069	20	4850
39	53	CXIU3000913	20	4850
40	54	CXIU3001334	20	4850
41	55	CXIU3002270	20	4850
42	56	CXIU3001139	20	4850
43	57	CXIU3001519	20	4850
44	58	CXIU3000620	20	4850
45	59	CXIU3002048	20	4850
46	60	CXIU3002259	20	4850
47	61	CXIU3001843	20	4850
48	62	CXIU3000908	20	4850
49	63	CXIU3000723	20	4850
50	64	CXIU3000467	20	4850
51	65	CXIU3001102	20	4850
52	66	CXIU3000390	20	4850
53	67	CXIU3001057	20	4850
54	68	CXIU3000739	20	4850
55	69	CXIU3000699	20	4850

56	70	CXIU3000071	20	4850
57	71	CXIU3001798	20	4850
58	72	CXIU3002156	20	4850
59	73	CXIU3001972	20	4850
60	74	CXIU3002161	20	4850
61	75	CXIU3000889	20	4850
62	76	CXIU3001289	20	4850
63	77	CXIU3001000	20	4850
64	78	CXIU3001313	20	4850
65	79	CXIU3000446	20	4850
66	80	CXIU3000066	20	4850
67	81	CXIU3001777	20	4850
68	82	CXIU3000981	20	4850
69	83	CXIU3000092	20	4850
70	84	CXIU3000180	20	4850
71	85	CXIU3002135	20	4850
72	86	CXIU3002238	20	4850
73	87	CXIU3000359	20	4850
74	88	CXIU3001490	20	4850
75	89	CXIU3002053	20	4850
76	90	CXIU3000955	20	4850
77	91	CXIU3002114	20	4850
78	92	CXIU3000111	20	4850
79	93	CXIU3001946	20	4850
80	94	CXIU3001273	20	4850
81	95	CXIU3001376	20	4850
82	96	CXIU3001503	20	4850
83	97	CXIU3001674	20	4850
84	98	CXIU3001951	20	4850

85	99	CXIU3001993	20	4850
86	100	CXIU3000831	20	4850
87	101	CXIU3000343	20	4850
88	102	CXIU3000976	20	4850
89	103	CXIU3000425	20	4850
90	104	CXIU3001484	20	4850
91	105	CXIU3001761	20	4850
92	106	CXIU3001714	20	4850

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.

DCT-OKHLA

Sl. No.	LOT NO	Container No.	Size	Commodity	No. of PKG
1	1	RPGU2030690	20'	Crushed Stone and Soil bags	Loose Cargo
2	2	ILCU4506716	20'	Gunny Bales	Approx.27 bales
3	3	CXNU2225563	20'	Gunny Bales	Approx.40 bales
4	4	ILCU4504056	20'	Gunny Bales	Approx.30 bales

Old/Empty Condemned domestic containers (DCT-Okhla)

Sr. No.	LOT NO	CONTAINER NUMBER	CTR TYPE	TARE WT (Kgs)
5	5	CFLU2130799	20SA	2280
6	6	CXNU2210080	20EO	2200
7	7	CFLU2131650	20SA	2280
8	8	ILCU6511408	20SA	2300
9	9	CXIU2219620	22HC	2550
10	10	CXNU2219560	22HC	2550
11	11	CXNU2228412	22HC	2740
12	12	CXNU2221850	22HC	2740
13	13	NSLU2001170	20EO	2125
14	14	CXIU2226151	22HC	2740
15	15	NSLU2001972	20EO	2125
16	16	CXNU2231165	22HC	2740

17	17	CXNU1224840	20SA	2280
18	18	CXNU2213520	20EO	2250
19	19	ILCU6502495	20SA	2300
20	20	CXNU2231268	22HC	2740
21	21	ILCU5030809	20EO	2250
22	22	ILCU6510340	20SA	2280
23	23	CXNU2219160	20EO	2250
24	24	ILCU6511373	20SA	2250
25	25	CXNU2213243	20EO	2250
26	26	CXNU2217779	20EO	2250
27	27	CXNU2219489	22HC	2550
28	28	CXNU2231020	22HC	2740
29	29	ILCU5025464	20EO	2280
30	30	CXNU2219278	22HC	2550
31	31	CXIU2223595	22HC	2740
32	32	ILCU6506530	20SA	2300
33	33	ILCU6505848	20SA	2300
34	34	CXIU2219532	22HC	2550
35	35	CXIU2223949	22HC	2740
36	36	CXNU2223513	22HC	2550
37	37	CXNU2230003	22HC	2740
38	38	NSLU2001289	20EO	2125
39	39	ILCU5014048	20EO	2250
40	40	CXIU2225047	22HC	2550
41	41	CXNU2225408	22HC	2550
42	42	CXIU2221139	22HC	2700
43	43	CXNU2224865	22HC	2550
44	44	NSLU2001550	20EO	2125
45	45	CXNU2228238	22HC	2740
46	46	ILCU5025839	20EO	2250
47	47	ILCU5030882	20EO	2250
48	48	ILCU6512410	20SA	2280
49	49	CXIU2225788	22HC	2550
50	50	ILCU6500018	20SA	2280
51	51	CXNU2228520	22HC	2740
52	52	CXNU2230195	22HC	2740
53	53	CXNU2212057	20EO	2250
54	54	ILCU5017896	20EO	2250
55	55	CXNU2222501	22HC	2550
56	56	ILCU6510839	20SA	2300
57	57	CXNU1213510	20SA	2280
58	58	CXNU2230385	22HC	2700
59	59	NSLU2006486	20SA	2125

60	60	ILCU6504137	20SA	2280
61	61	CXIU2213766	20EO	2250
62	62	CXNU2231988	22HC	2740
63	63	CXNU1221270	20SA	2280
64	64	NSLU2001951	20EO	2125
65	65	ILCU5024180	20EO	2250
66	66	CXNU2223302	22HC	2550
67	67	ILCU6513036	20SA	2280
68	68	CFLU2131943	20SA	2280
69	69	ILCU6510171	20SA	2280
70	70	CXNU1214395	20SA	2280
71	71	CXNU1221440	20SA	2280
72	72	CXNU1214179	20SA	2280
73	73	CXNU1223479	20SA	2280
74	74	CXNU1218955	20SA	2280
75	75	CXNU4210562	20OT	2530
76	76	ILCU5021089	20EO	2350
77	77	NSLU2006402	20EO	2200
78	78	ILCU6503070	20SA	2280
79	79	CFLU2130124	20SA	2280
80	80	CXNU2210049	20EO	2200
81	81	CFLU2132750	20SA	2280
82	82	CXNU1224201	20SA	2280
83	83	CXNU2224314	22HC	2280
84	84	CXNU1223463	20SA	2280
85	85	ILCU6511305	20SA	2280
86	86	CXNU1223735	20SA	2280
87	87	CXNU1223144	20SA	2280
88	88	CXNU1224140	20SA	2280
89	89	ILCU6503254	20SA	2280
90	90	ILCU6511748	20SA	2280
91	91	CXNU1222240	20SA	2280
92	92	CFLU2130253	20SA	2280
93	93	ILCU5015682	20EO	2250
94	94	ILCU5013777	20EO	2250
95	95	NSLU2004734	20EO	2280
96	96	ILCU5025504	20EO	2280
97	97	ILCU5014120	20EO	2250

98	98	CXNU2216366	20EO	2500
99	99	CXNU2211430	20EO	2500
100	100	CXNU2218420	20EO	2500
101	101	ILCU6502108	20SA	2280
102	102	ILCU6511352	20SA	2280
103	103	CXNU1223503	20SA	2280
104	104	ILCU6503486	20SA	2280
105	105	ILCU6507141	20SA	2280
106	106	ILCU6501987	20SA	2280
107	107	CXIU3212419	20HC	2500
108	108	ILCU6501354	20SA	2280
109	109	CXNU1224599	20SA	2280
110	110	ILCU6503716	20SA	2280
111	111	CFLU2131938	20SA	2280
112	112	CXNU2221228	22HC	2500
113	113	ILCU6506715	20SA	2280

For DCT/OKHLA ,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.

SPECIAL TERMS & CONDITION

With the implementation of Goods & Service Tax (GST) w.e.f 01st July 2017 in India, VAT / Sales Tax will be discontinued and these taxes be subsumed in GST. GST will be payable on all goods (whether scrap or otherwise). Hence all Buyers having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate referring GST Registration Number needs to be submitted with MSTC for updating Buyer Registration details. MSTC/Seller will not be liable to issue any Sale Order / Delivery Order/ invoice etc wherever GST Registration Number is not submitted.

ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, www.mstcindia.co.in , MSTC, NEW DELHI

Phone: 011-23212362

Board no. 011-23214201,23213945 (Ext. 219)

Dealing Officer: Tanvi Saran

Email id: tsaran@msteindia.co.in

- 1) MSTC Ltd. shall hereinafter be referred to as MSTC and Container Corporation of India Ltd (CONCOR) as owner/ Seller
- 2) The sale is through e-Tender cum e-Auction method. In case of e-Tender interested buyer can submit their bid through e-Tender only once. Buyers may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender.
- 3) 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 CONCOR within stipulated period, bidders have option to take refund of EMD/Security or may take the delivery of cargo.
- 4) All the materials are offered for sale on AS IS WHERE IS basis, Ex- works owners and where they are stacked. 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. 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/MSTC. The material offered for sale can be inspected during 10 AM to 4 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.
- 5) Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate. However, The quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift the indicated quantity. In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count. The material as offered has to be lifted by the buyer
- 6) Though a facility is provided to bidders to select a category in the live auction floor; however, buyers, in their own interest are advised to go to live e auction floor, after selecting "all categories". MSTC will not be responsible for any oversight in selecting the category in live e auction/lot on the part of bidders/buyers
- 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. Any variation in GST or other relevant tax and any fresh statutory levies will be borne by the 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.
- 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 MSTC / Seller at least one working day prior to the e-auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-auction goes on live floor. 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 EMD/SD will be taken against the bidder.

9) The successful bidders shall submit Earnest Money Deposit 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 days of e-auction/Lot being declared SOLD including the date of declaration of result by MSTC. The EMD must be @25% of the net sale value quoted (excluding GST & duties) against each lot. Upon receipt of EMD within the time prescribed by CONCOR, a detail of such payments shall be provided to MSTC. Sale Order/ Acceptance Letter will be issued by MSTC only after confirmation of FINAL Result from CONCOR. Upon issue of sale order the EMD shall automatically be converted into security deposit. The Security Deposit 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 the ink-signed Sale Order/Acceptance Letter is issued by MSTC on behalf of CONCOR.

10) FINAL PAYMENT: 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 days from the date of Sale Letter/Order issued by MSTC (including the date of issuance of such letter). The Sale letter/Order shall clearly specify the break-up as well as the method of payments (on-line mode and/or bank draft).

11) On receipt of full payment by CONCOR and service charge by M/s MSTC Ltd, delivery order shall be issued by M/s MSTC Ltd with a duplicate copy to CONCOR.

12) In case the date of submission of payment happens to fall on a Public Holiday, the next day shall be considered as the date of submission of payment. DDs of Cooperative Bank shall not be accepted and will be returned without any action being taken on them

13) Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter. If there is a default in payment as per Terms of the Sale order cum Acceptance letter, the Security deposit mentioned therein will stand forfeited automatically without any further notice and Sale Order will stand cancelled. CONCOR will re-auction the lot accordingly.

14) LATE PAYMENT PENALTY: For Any delay in making payment within time limit specified, the due payment may be made together with late payment penalty @ 1% per week or part thereof on the entire bid value, maximum up to 14 days (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 Earnest Money/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.

15) 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 Days (Seven Days) from the date of Release

order issued on behalf of the Delivery Order issued by MSTC (including date of issuance of Delivery order). On the basis of delivery order, CONCOR will issue gate pass for the particular lot. If last day of delivery falls on a public holiday, the next working day shall be considered as the last date of lifting.

16) Customers are required to lift the material completely with whatever faults and flaws in description or otherwise and without any selection or sorting of the material and on clean sweep basis as to clear site/ container within the specified time limit, failing which TSC will be charged from bidder @ Rs 500/- per TEU 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 days along with GST or other relevant taxes. Such TSC shall directly be deposited to CONCOR by bidder either through online mode or bank Draft. If bidder does not lift the cargo even after expiry of 60 days grace time, the sale stand cancelled & all the payment made by bidder/buyer shall be forfeited without any further notice to bidder and subsequently material /cargo will be re-auctioned.

16 (i.) 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. An FM clause does not excuse a parties/bidders non-performance entirely, but suspends it for the duration of the FM.

16 (ii) The decision of ED/Regional 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 EMD/Final payment / Lot rejection/acceptance respecting e-Auction not specifically dealt with in the special terms and conditions of Auction sale.

17) The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the Live e-Auction Floor (and not under Forthcoming Auctions) as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of e-Auction Registration with MSTC. The Material List &

STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC's sole discretion before the start of e-Auction. Bidders should therefore download the Material List and STC displayed only under View Live Auctions for their record purpose, if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on NEW USER. Participation in the e-Auction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the STC, BSTC and GTC. In case of any conflict between the STC and BSTC, the STC shall prevail. MSTC shall have the right to issue addendum to the STC or BSTC, to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.

18) Bidders/ Tenderers 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.

19) The Principal/Owner of the materials 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. The Principal/Owner 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. The Principal 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.

20) The Bidders/ customers' 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/ factory areas. They shall not touch any material except those material 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.

21) **DISPUTES:** In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by the Container Corporation of India Ltd. and the Arbitration proceedings would be governed by Arbitration and Conciliation Act 1996. The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute and shall be paid in advance to the auctioneer. 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.

22) Delivery of commodities requiring clearance from other regulatory agencies like CFL, P&Q, ADC, Chemical examiner, Police dept. and other agencies etc will be effected only after obtaining the requisite clearances.

23) The successful bidder shall produce the copy of MSTC's 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 ICD premises on production of a Gate Pass issued from the respective ICD.

24) After receiving full value of bid along with GST & other relevant taxes etc, the delivery of cargo will be given to successful bidder. The delivery will be given from Monday to Friday during normal working hours i.e. 1000 hrs to 1800 hrs. The delivery will not be effected on Saturdays/Sundays and Gazetted holidays or holidays observed at the ICD. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time i.e. 1800 Hrs. In case if there is any delay while loading of cargo/container, the delivery time may be extended with the approval of competent authority.

25) The representatives of Customs and CONCOR and Security Department in the presence of the purchaser will jointly witness delivery of the material. In the event of purchaser's failure to do so CONCOR shall in no case be responsible for any shortage and shall not under any circumstances make good the deficiency.

26) 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.

27) In case of accidents etc. to the bidder/labour/or his representatives CONCOR/MSTC 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.

28) CONCOR/MSTC will not be liable for any claim and bidder shall keep CONCOR/MSTC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

29) No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the seller's premises. The decision of the Officer or his authorized representative shall be final in this regard.

30) 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.

31) The material will remain CONCOR's property unless and until all the conditions of sale are fulfilled. The mere payment of the purchase 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.

32) 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 & the period of delivery shall automatically be extended accordingly