
 <p>Kisan Ramchandra AUCTIONEERS PVT. LTD. TEL: (0) : 26360359, 26361357 FAX: (020) 26361359 GRAMS: 'AUCTIONEER' E-mail: krapl@pn2.vsnl.net.in Website: www.krauctioneers.in</p>	 <p>Under Instructions of Mahindra Vehicle Manufacturers Limited, Plot No.A1, Phase-4, MIDC Chakan, Pune-</p>	
Re-E-Auction on 10.08.2017 @ 15.00 Hrs. onwards		
Logon: www.krauctioneers.in		
will administer the sale of Arising Scrap, on an "As Is Where Is" basis wet, dry or rusty condition no segregation is allowed. Re-E-Auction will be on our website www.krauctioneers.in		
Points to Note for Online Auctionable Material:		
<ol style="list-style-type: none"> Interested Bidders will have to submit their refundable participation fee along with Bidders Agreement dully filled, signed & stamped Participation for Hazardous Waste [Check Category in lot table]: Parties must have CONSENT OF CPCB & MPCB & , AUTHORISED TRANSPORT FOR THE HAZARDOUS WASTE, MEMBER OF CHWTSDF ETC WHERE EVER REQUIRED, as an approval to bid for all Hazardous waste category e.g. Used Oils, Coolants, Solvent/ Thinner, Battery & Rest Hazardous waste/ E-Waste/ Empty Drums/ Barrels/ Tins/ Carbouys/ Buckets/ Totes also require MPCB & CPCB License. For all hazardous waste scrap, no out state party will be allowed to participate in the e-auction. E-Auction will run as per the schedule given on the material list. Bidding is on UOM Basis. Taxes and Duties applicable will be charged extra on the bided rates as mentioned below in the lot Contract Validity Period mentioined as per Material List/ Catalogue. All bidders are requested to refer to the final catalogue before bidding available on our website www.krauctioneers.in before the e-Auction. The contract is basically for specific period and not for quantity. The quantity mentioned here below are approximate. It may increase or decrease depending upon production. All terms and conditions as mentioned in this catalogue will be adhered to and honoured by the winning buyers. For e-Auction-Refundable Participation Fee is mentioned against each Lot to be paid on or before e-Auction as per the last date mentioned in the catalogue. For any hazardous waste material, no party outside Maharashtra will be allowed to participate in the e-auction. <p>Special Notes</p> <ol style="list-style-type: none"> If more than one lot is allotted to the bidder and if bidder fails to perform the contract of any one lot then their total EMD of all the allotted lots shall stand forfeited and their contract for all these lots will be terminated. Also, they will not be allowed to participate in any future auction of the said company. MVML reserves right to reject such H1 rates which appears to be exorbitant or impractical as compared with market realities. 		
MVML Plants/ Location Address Mahindra Vehicle Manufacturers Limited, Plot No. A1, Phase-4, M.I.D.C. Chakan, Pune- 410 501	KRAuctioneers Head Office Address Kisan Ramchandra Auctioneers Pvt. Ltd., Deccan Towers, 5-Mezzanine Floor, Poolgate, Pune- 411 001 Phone: 020-26360356, 26361357, Fax: 020-26361359 Web: www.krauctioneers.in , Email: support@krauctioneers.com , info@krauctioneers.com	
MVML Officers Name Mr. Girish Bongale, Mobile: 9637743255	KRAuctioneers Contact Persons Mr. Levy Penkar, Mobile: 9561155543 Mr. A. M. Gaikwad, Mobile: 9561070407	
Material Inspection Schedule	Last date for Participation Fee 09.08.2017 Up to 17:00 Hrs. Only	Re-Auction Schedule Date 10.08.2017 15.00 to 15.30 Hrs.

PAYMENT TERMS:

- Payment Method: All payments to be made Strictly by Pay Order/ Demand Draft in the name of "MAHINDRA VEHICLE MANUFACTURERS LIMITED", payable at 'PUNE'. If bidder interested to make payment by RTGS/NEFT, the same is to be made directly to MVML only. The details as below:**

Name of the Company: Mahindra Vehicle Manufacturers Limited,
Account No: 00600310012502
Account Tyape: Current Account
Name of Bank: HDFC Bank Ltd, Fort Mumbai-400023
IFSC Code: HDFC0000060

- For e-Auction-Refundable Participation Fee is mentioned against each Lot to be paid on or before e-Auction as per the last date mentioned in the catalogue.
- Bid Validity: 30 working days from the last date of the Auction as mentioned above. During this period, the Deposit of the highest bidder and the second highest bidder shall be retained. Same shall be returned after full payment of EMD by the winning bidders is made (Refunds without interest, will be initiated against application in writing on their own letter heads.)**
- If successful bidder failed to deposit the required EMD within the stipulated time then the participation fee paid at the time of registration will be forfeited and "NO COMPLAINTS" in this regards will be entertained.
- EMD Should be 10% of the Bid value.**
- Re-Sale will not be recognized and Release Order will be made out in the name of actual Successful Bidder only. The scrap purchase agreement is being awarded on principal to principal basis and the buyer is not an agent of the company. "Under any circumstances contracted rate will not be revised downward".
- Refund of EMD: Immediately after expiry of the contract the buyer should forward their statement of accounts to sellers Accounts Department. The EMD will be refunded (without any interest) to the buyer after they have cleared all the scrap material in accordance with the terms of the material purchase agreement. The same should be confirmed by Material disposal officer of Mahindra Vehicle Manufacturers Limited. The decision to adjust EMD towards any payment under the Material purchase agreement will be solely at the discretion of the Seller.

TERMS & CONDITIONS:**1) INSPECTION / EXAMINATION OF MATERIAL AT SITE:**

- The material shall be sold on "AS IS WHERE IS" basis. No complaints whatsoever will be entertained after the bid is made. The bidder is deemed to have inspected, examined reasonably and satisfied himself as to all matters regarding condition, type, quality, quantity generated as well as opening stock quantity of the material. No question or claim whatsoever in this respect shall be entertained after submission of the bid. The seller will not be in any manner responsible for any damage/deterioration of the material as the saleable material is kept in the "Loading/Unloading" in open space. The Seller shall not be in any manner liable whatsoever for the performance of the material.
- The number, quantity or tonnage, the nature of material and time of Auction etc., given in the catalogue or Auction bidding screen are only indicative approximate quantities. The material will be sold on prorata basis without any regard or consideration to this and no warrantee shall be implied.

- C. Mahindra Vehicle Manufacturers Limited / Kisan Ramchandra Auctioneers Pvt. Ltd., shall be under no obligation to put up the lots singly or serially or in any particular manner and they reserve the right to withdraw any lots at any time during the period of Auction without assigning any reason thereof. Mahindra Vehicle Manufacturers Limited/ Kisan Ramchandra Auctioneers Pvt. Ltd., may refuse to accept any bid from any person/ persons without assigning any reason for such refusal.

2) TAXES AND DUTIES:

- A. Govt. levies as on date (Taxes and Duties etc.) as applicable will be charged extra on the bided rates.
- B. All Taxes duties whether payable to the Central Government or to the State Government or to the Municipal, Local or other authorities shall be deposited by the buyer with the Seller along with the purchase money as part of the payment. Any revision in Government levies during the validity of the scrap purchase agreement, will be strictly debited to buyer's account.
- C. The buyer should furnish copies of his GST Registration and PAN, incase required by the seller.

3a) SPECIAL NOTE FOR HAZARDOUS WASTES - [Check Category in lot table]:

- A. Participation Hazardous Waste: Parties must have CONSENT OF SPCB, CPCB, AUTHORISED TRANSPORT FOR THE HAZARDOUS WASTE, MEMBER OF CHWTSDF ETC WHERE EVER REQUIRED, as an approval to bid for all Hazardous waste category e.g. Used Oils, Coolants, Solvent/ Thinner, Battery & Rest Hazardous waste/E-Waste/Empty Drums/Barrels/Tins/Carbous/Buckets/Totes also require MPCB & CPCB License. For all hazardous waste scrap, no out state party will be allowed to participate in the e-auction.
- B. Scrap of Industrial Refuse which consist papers, plastics, carbous, drums, packing materials must be recycle/ reuse and it should not be thrown any where. Buyers should follow environment norms. Also used paper scrap lot must be recycle/ reuse by the buyers.
- C. Buyer must have consent from SPCB to operate under section 26 of the Water (Prevention & Control of Pollution) Act, 1974, under section 21 of the Air (Prevention and Control of Pollution) Act 1981 and authorization under Rule 5 of the Wastes (Management & Handling) Rules 1989 and Amendment Rules 2000, 2003 / whichever applicable to your activities.
- D. Buyer will strictly follow the Guidelines for transportation of Hazardous Waste as stipulated by CPCB and SPCB.
- E. Any short falls/deviation noticed by the seller on the above points (A to D) will be viewed seriously to an extent of termination of contract and forfeiting the deposits.

3b) LIFTING RULES, NORMS AND DELIVERY OF MATERIAL:

- A. The buyer will make his own arrangement for lifting and transportation of material from the seller's premises. However, the seller will only guide in loading and weighing (if on weight basis) of material. Buyer will not be entitled to claim any further facility or assistance in this regard. The material sold on weight basis will be weighed on seller's or authorised weighbridge in the presence of seller's representative. The weights recorded on the weighbridge will be final and binding on both parties. No complaints as regards the shortage in the weight will be entertained later. The sale of Arising Scrap is on an "As Is Where Is" basis wet, dry or rusty condition, no segregation is allowed.
- B. It is the responsibility of the buyer to keep track of the material generated and ensure timely lifting of all allocated material and also area cleared by each weekend. Buyer shall increase the frequency of lifting if he observes an increase in the generation. Numbers, Quantities or Tonnage, the nature of material mentioned are mere approximations and the materials will be sold without any regard or consideration to these Numbers/ Tonnage or nature of material and no warranty or guarantee shall be implied. The quantity arising may vary considerably, that is, there may be much more or less than the approximation indicated. The buyer will have to lift the entire quantity of scrap actually generated during the period of contract as per the schedule given from time to time verbally/written.
- C. Loading plans should be intimated to Security and Excise Department one day in advance by the buyer.
- D. The material and the truck/vehicle will be subject to random security check by the seller for which the buyer will fully co-operate (i.e. Unloading and loading of loaded vehicle for the random check at their own cost).
- E. Buyers are required to lift the scrap against full payments (inclusive of all govt. levies) in advance. The official payment receipt will have to be presented by the buyer to Seller's Accounts in charge who will authorise clearance of suitable quantity. In case of shortfall in the amount, for whatever reason, the Seller, at its discretion can detain/offload the truck till such shortfall is made. Any payments by Cash will not be accepted.
- F. Should the buyer fail to lift the scrap in time, including balance material, seller shall be forced to deliver the scrap to the buyer's place, debiting the transport and other charges incurred. Alternately, while disposing off the scrap to some other party seller shall recover the difference in value, if any, including transport / labor charges from the buyer. And / or EMD will be forfeited forthwith and contract will stand terminated.
- G. The buyer is not entitled to choose or pick any particular material from the lot. He has to lift the entire material as available in the lot and as per the directions of the seller.
- H. The buyer is not allowed to lift any material other than the material described in the Lot even if such material is found in the storage yard at the time of taking delivery, the material other than described in the lot but found at the site belongs to the seller and or to any other buyers should not be lifted. In case, any successful buyer is found collecting material belonging to the other seller willfully, severe action may be instituted against such buyer by the seller. This may include even lodging of Police Complaint. The buyer has also to remove any material not belonging to him but found in his lot and the same should be brought to the notice of the seller.
- I. The material loading and delivery will be effected during working days and as per timings specified by the seller at each locations. (No lifting on holidays and Weekly offs):

Material Location Chakan: 8:00AM (arrival) to 12:30PM

Buyer's trucks must arrive at plants on or before the above arrival timings sharp, so that necessary arrangements can be made. A grace time may be allowed entirely at the discretion of scrap disposal officer. Trucks reporting after arrival timing will be returned back. Loading of the truck should be completed before the above timings. If for any reason the loading is delayed beyond the time, subject to the discretion of the Material disposal officer, penalty will be charged per truck per day for extra efforts / overtime that would be incurred by us. Further, buyer will ensure that while weighing the truck at weighbridge, anything (Filled water cans, Filled tyre tubes, person sitting inside etc) which would add to the weight of the truck should be avoided failing which penalty as decided by Material disposal officer would be charged.

- J. Any of the following defaults, where seller's plants personnel's decision will be final and binding, will be liable for termination of scrap purchase agreement and forfeiture of interest free EMDs.
- 1 - Late arrival of Trucks, frequently, Non deployment of trucks etc.
 - 2 - Unsatisfactory/ non - clearance of awarded scrap (If the scrap is not cleared for consecutive 3 days, the same will be treated as unsatisfactory performance.)
 - 3 - Removal of items other than covered by scrap purchase agreement.
 - 4 - In case of any default the Seller has the right to adjust the Interest free EMD against any other head for which such EMD was given.
 - 5 - Any other misconduct / default leading to loss of the seller
- K. Re-Sale will not be recognized and Release Order will be made out in the name of actual Successful Bidder only.
- L. Accounts for the material cleared by the buyer shall be submitted by them to the Seller's Plant Accounts, to whom they shall be required to hand over the receipt of material cleared, whenever these are demanded.
- M. Segregation / sorting of material will not be allowed within seller's premises. Material will have to be lifted / loaded as available.
- N. The seller shall unconditionally be entitled to retain any material required for our own use and the discretion and advice of the Plant Managers would be final as to what constitutes the scrap for collection at any time after the Auction or during the Contract Period.

4) FORFEITURE/ PENALTY:

- A. **EMD DELAY:** In case of delay in making the payment penalty at the rate of 0.2% per day (prorata) of the material value will be charged. On further delay beyond 1 week (plus extension granted if any by the seller in special cases), the bidders deposit will stand forfeited. In such a case the bidder will be declared as backed out and the seller may offer the contract to the 2nd highest bidder.
- B. **LIFTING/ CLEARING DELAY:** Should the buyer fail to deploy the vehicles and clear the scrap as per frequency / schedule / timings informed to the scrap purchase agreement or given from time to time verbally/written, buyer is liable to pay a penalty of Rs. 1000/- per vehicle per day delay for each day of delay from the first day of beginning of default. The penalty amount will be recovered from the deposit with the Seller including EMD. The Seller is free to claim such further losses , damages caused by the bidder for failure to lift the material
- C. In the event of the buyer committing any breach of the terms and conditions and the buyer fails to satisfactorily execute the scrap purchase agreement, the seller reserve the right to terminate the scrap purchase agreement and forfeit part / full earnest money deposit.

5) FORCE MAJEURE CLAUSE:

- A. Seller shall not be liable for non-performance of any contract either wholly or in part nor for any delay in performance resulting due to cases beyond seller's control including fire, strikes, lock-out, closure, dispute with workmen, uncertain and unstable labour situation, war, riots, civil commotion, pestilence, epidemic, floods, accidents, damage or requirements of Government force or any circumstances. Should seller so determine shall be entitled at any time without notice to the buyer to cancel any contract, the performance of which is likely to be delayed by any of the cause aforesaid and in such cases, the buyer shall have no claim upon the seller of any kind. The provision of this paragraph shall not be limited or abrogated by any other terms of the contract whether printed or written nor will be provision of this clause abrogate or limit the effect of any other clause mentioned in these terms and conditions.
- B. In case any buyer purchases a lot and after making full or part payment removes part of the Lot and fails to remove the balance lot then, after the stipulated time is over (including the extension granted if any), the lot will be treated as abandoned and whatsoever money is paid for the lot will be forfeited along with the EMD etc. and the balance lot will be disposed off by Seller as it deems fit.

6) ADDITIONAL TERMS AND CONDITIONS:

- A. The workmen employed by the buyer will be working under the buyer control and supervision and the buyer will be solely responsible for their wages, salaries, bonus, leave salary, wages for holidays, or any other allowance or pay etc., and all related statutory dues shall be paid by the buyer. The buyer shall maintain all such documents and records, which are statutorily required. The seller shall be in no way responsible or liable for lapses on above account. In case the seller is required to make any payment as per statutory requirement on the above account the same will be recovered from buyer's account.
- B. **The buyer shall have their own ESI & PF code numbers and the buyer will cover their employees under ESI & PF Schemes.**
- C. The buyer shall at all times indemnify and keep indemnified the seller against all claims for compensation under the provisions of any law for the time being in force or brought into force by or in respect of any workmen employed by the buyer in carrying out the contract work and against all cost and expenditure incurred by the seller in connection therewith. The seller shall be entitled to recover such sums paid or payable by way of compensation as aforesaid and cost or expenses in connection with any claim thereto from the buyer's accounts.
- D. The seller will permit the buyer and or their employees to enter the factory premises of the seller for limited purpose of providing the services.
- E. On expiry of this contract, the buyer undertake to leave the premises with all their workmen peacefully and without creating any disturbances. Buyer's workmen shall have no claim of any nature whatsoever against the seller.
- F. The buyer shall comply with all the provisions of the Contract Labour (Regulation & Abolition) Act 1970. the buyer shall issue identity cards and appointment letters to their workmen. Without identity card buyer's workmen will not be allowed to enter the seller plant.
- G. The buyer shall pay wages to their employees as per the provisions of the Minimum Wages Act 1948. In addition, any rise in special allowance granted by the authority under the Minimum Wages Act, 1948 is to be paid by the buyer from time to time.
- H. In the event buyer's labourers taking lunch in the seller's workers' canteen, the buyer shall have to purchase coupons at the rates fixed for them.
- I. Buyer's supervisor will supervise day-to-day work of their employees and they will work under their control and supervision.
- J. The seller shall recover damages or loss caused to its property arising out of buyer's employee work or owing to any other act or omission on buyer's part and/or buyer's workers and/or supervisor and/or buyer's representatives & that the buyer will undertake to pay the cost to the seller.

7) GENERAL:

- A. The highest Auction bid, if not meeting the reserve price, will be 'subject to the approval'. The Auction administrator of KRAuctioneers and the seller will supervise together the Auction sale and reserve the right to accept or reject such highest bid without declaring any reasons whatsoever. Such decision will be given to the highest bidder within there period mentioned above payment terms. The Seller and KRAuctioneers reserves the right at its discretion to withdraw any lot prior to commencement of Auction without assigning any reasons thereof. The Auctioneer may even refuse to accept any bid from any person, at any time without assigning any reasons for such refusal.
- B. Successful execution of the contract will mean regular clearance of the lot sold from specified location and payment of complete transaction money inclusive of Duties, levies and taxes within specified time frame.
- C. Buyers are warned that any attempt to misuse Gate Pass, Challan authorizing delivery, the decision of the seller regarding satisfactory performance or otherwise will be final and binding on the buyers and such lots in question shall be resold by the seller without any further reference to the buyers.

8) ABIDANCE BY Seller's RULES AND REGULATIONS, SAFETY AND DISCIPLINE:

- A. The buyer, their servants and agents shall be required to abide by all specific general regulations of safety and discipline within the seller's premises. The material will be handled by the buyer, their servants/agents at their own risk and any loss/damage whatsoever to any individual or property in such handling or as a consequence thereof shall be the sole responsibility of the buyer.
- B. Buyers will observe safety rules and ensure safe working while executing the scrap purchase agreement.
- C. The buyer shall take necessary preventive measures for the safety of their workers as well as other persons at the place of work.
- D. Buyer is fully responsible for the safe disposal of the scrap material lifted by buyer and that in case of any claim due to loss or injury to any person or violation of any environmental norms, the buyer will indemnify the seller against all such claims.
- E. Buyer shall abide by all the rules and regulations applicable to them and shall indemnify the company against any loss or liability suffered on account of non-compliance of any of the rules and regulations.

9) ARBITRATION AND JURISDICTION:

All disputes and difference arising out of this E-Auction / contract shall be referred to the sole arbitration of seller or his nominee and the award of such arbitrator shall be binding on both the parties. The contract shall be subject to the jurisdiction of Pune Courts only.

10) SPECIAL NOTES

- A. If more than one lot is allotted to the bidder and if bidder fails to perform the contract of any one lot then their total EMD of all the allotted lots shall stand forfeited and their contract for all these lots will be terminated. Also, they will not be allowed to participate in any future auction of the said company.
- B. MVML reserves right to reject such H1 rates which appears to be exorbitant or impractical as compared with market realities.

E-17-068-MVML-MTRL LIST

Updated: 7/8/2017, 12:24 PM-V-2

Lot No.	Description	Approx. Qty	UOM	GST %	Frequency of Clearance	Category	Refundable Participation Fee Rs.
<p>*AUTO EXTENSION: If any bid registered in the last 3 Minutes that Particular Lots Only will be extended. This extension of 3 minutes will be given till the bid is getting registered. If no bid registered in the last 3 minutes lot will be automatically closed.</p>							
<p>Re-Auction Date: 10.08.2017 at 15.00 To 15.30 Hrs.* (Unlimited Extension) Contract period from 01/08/2017 to 31/10/2017 (3 months)</p>							
CKN-4	Part No.-SCRAPN0201 - Excisable Defaced sheet metal parts- Body/ Panel- Defaced rejected/ Tear down & pented bodies, Panels and other sheet metal parts, vehicle doors - crush/ damage by pokelane/ jcb or gas cutting all to be lifted etc. (Mode and extent of Defacing of Parts will be at the discretion of the MVML)	75	MT	18	AS AND WHEN GENERATED	Other	75,000
CKN-10	Part No.- CHIPSAL- ALUMN TURNING- Without any sorting basis wet, dry etc all to be lifted. (vehicle must be deployed as and when 4 MT. material is accumulated.)	35	MT	18	TWICE IN A MONTH	Other	150,000
# IMPORTANT NOTES:							
1	Refundable Participation Fee: For the e-Auction purpose participation fee will be accepted only in the form of Demand Draft/ RTGS (to MVML only). No CASH/ CHEQUE Transaction will be accepted. Those who are having their current contract with the Company they are required to obtained certificate from the Company for the existing EMD available & acceptance of the Company for the participation on the same EMD.						
2	EMD: EMD should be submitted within 3 working days from the date of acceptance of lot/s other wise it will be assumed that scrap vender is not capable to submit full EMD and participation fees will be forfeited, further MVML is free to conduct reauction / tender in such cases.						
3	Available quantity of all the lots to be lifted immediately on finalization of contract & further disposal to be made as per schedule given by MVML.						
4	Valid Recycler: MPCB, CPCB Documents, Consent to operate, CHWTSDF membership copy & Transport authorization for authorized vehicles , Pass book is compulsory for all hazardous Items. All above legal documents should be submitted before auction .If any unauthorized vendor found without documents/invalid document then his participation fees will be forfeited.						
5	LEGAL & SAFETY: Should Have valid Workmen compensation policy with work details in MVML/ Chakan/ Pune dist. & Should able to supply Safety helmets, ID Cards & Safety shoes to workers as loading will be at scrap customer's end						
6	During inspection vendors will be allowed in scrap yard for only one hour, after one hour vendor will have to close outgate pass.						
7	TCS 1% will be applicable to all items						
8	Consignee is not allowed for any scrap invoice.						
9	Payment Method: All payments for auction to be made Strictly by Pay Order/ Demand Draft in the name of "MAHINDRA VEHICLE MANUFACTURERS LIMITED", payable at 'PUNE' & for further regular lifting vendor will have to make RTGS/NEFT in advance.						
10	Every new customer need to submit Rs.300/- (three hundred) stamp paper of his firm name for creating master Services Agreement (MSA). Its one time activity only.						
11	While inspection - scrap vendors shall carry documents of Firm details & ID proof , ID cards etc details. Vendors will be given specific time within which they have to satisfy themselves for physical inspection, future lifting practice, lifting frequency, taxes / terms & conditions etc.						

BIDDER PARTICIPATION DETAILS

Name of Firm : M/s. _____
 Contact Nos. : _____ Person : _____
 DD Amt. : _____ DD No. : _____
 DD Date : _____ Bank : _____

Mobile No. on which Login ID/Password to be informed: |__|__|__|__|__|__|__|__|__|__|

Bidders will be issued single login id & password for all their registered lots.

***AUTO EXTENSION: If any bid registered in the last 3 Minutes that Particular Lots Only will be extended. This extension of 3 minutes will be given till the bid is getting registered. If no bid registered in the last 3 minutes lot will be automatically closed.**

Æ **Whichever your choice of Lots please select by marking R**

Re-Auction 10.08.2017

TIME	15.00 to 15.30 hrs		
R	Lot No.	Participation fee Rs.	
£	CKN-4	75,000	
£	CKN-10	150,000	

IMPORTANT NOTES:

1	Refundable Participation Fee: For the e-Auction purpose participation fee will be accepted only in the form of Demand Draft/ RTGS (to MVML only). No CASH/ CHEQUE Transaction will be accepted. Those who are having their current contract with the Company they are required to obtained certificate from the Company for the existing EMD available & acceptance of the Company for the participation on the same EMD.
2	Available quantity of all the lots to be lifted immediately on finalization of contract & further disposal to be made as per schedule given by MVML.
3	Valid Recycler - MPCB, CPCB Documents, Consent to operate , CHWTSDF membership copy & Transport authorization for authorized vehicles , Pass book is compulsory for all hazardous Items. All above legal documents should be submitted before auction. If any unauthorised vendor found without documents/ invalid document then his participation fees will be forfeited.
4	LEGAL & SAFETY: Should Have valid Workmen compensation policy with work details in MVML/ Chakan/ Pune dist. & Should able to supply Safety helmets, ID Cards & Safety shoes to workers as loading will be at scrap customer's end

Signature and Seal

BIDDER AGREEMENT

Re-Auction No.: E-17-068
Re-Auction on Behalf of
Mahindra Vehicle Manufacturers Limited,
Chakan, Pune

This Agreement is signed on _____ ("Effective Date") by and between :

Kisan Ramchandra Auctioneers Pvt. Ltd., (Hereafter referred to as "KRAPL".)

AND

M/s. _____ (Hereafter referred to as "Bidder")

The "Bidder" & "KRAPL" shall be known individually as "Party" & collectively as "Parties"

Purpose:

The purpose of this agreement is to confirm that the "Bidder" is authorized to bid on the E-Auction being conducted by KRAPL's KRAuctioneers marketplace for saleable material of "Seller": Mahindra Vehicle Manufacturers Limited, Chakan (Hereafter referred to as "MVML")

For this purpose the parties confirm the following:

- 1 The bidder has read and understood the on-line Auction catalogue for the same on www.krauctioneers.in, Points to Note, Inspection and Contact Particulars, Payment Terms, General Terms & Conditions, detailing of the material to be Auctioned, the lotting, the basis of bidding, the bidding procedure, Lifting Requirement.
- 2 All the information pertaining to weights, condition etc, which has been mentioned in the Auction Catalogue by KRAPL, is to the best of its knowledge to facilitate the bidding. The bidding basis is as mentioned in the Catalogue and for the items are on an "as is where is" and "no complaints" basis. The Bidder is deemed to have inspected and satisfied himself about the Quality, quantity and location of the items being Auctioned.
- 3 The bidder has paid the refundable bidder deposit of Rs. _____ towards activation of the login ID and password to enable bidding. The payment details are as under: DD no. _____ dated _____ drawn on bank _____ payable as applicable. (The bidder deposits will carry no interest on it.). **The last date for accepting participation fee/ registration is 09.08.2017 upto 17:00 Hrs. only. No participation fee/ registration will be accepted after this date & timing.**
- 4 The buyer agrees to accept the Login ID and Password issued to him 1 day prior to the Auction. And that he has read and understood the bidding process on the www.krauctioneers.in platform. And that it would be his responsibility incase he does not prefer to change the password upon receipt.
- 5 On winning the lot in the Auction, the winning bidder confirms that the EMD, as defined and instructed in the Auction catalogue shall be made.
- 6 The bidder Authorizes KRAPL to confiscate the bidder participation fee in case the EMD is not made as defined. KRAPL reserves the right to offer the lot in this case to the next highest bidder. Bidder agrees to honour his bids, if offered the material within the bid validity period. Failure to do so will entail forfeiture of the bidder's deposit & EMD if paid.
- 7 Bidder agrees to compensate to MVML/ KRAPL the loss in transactions it may suffer incase of backout/ non performance by the bidder to the terms and conditions of this agreement.
- 8 The bidder confirms compliance to the procedure of the balance payment to be made to Seller as defined in the Auction catalogue terms and conditions.
- 9 The bidder hereby confirms that the refund of the deposit should be made in the name of the company as mentioned above.
- 10 The bidding amount against the Login ID allocated to the bidder is captured accurately in the software system during the bidding process. The record of each bid is maintained by KRAPL. In event of any doubts arising after the Auction event, the software record shall be treated as final.

Signature and Seal



- 11 The bidder is hereby legally bound to have accepted the price as per the bid in the software record maintained by KRAPL. If approached by KRAPL as the winning bidder, the bidder shall honour the EMD procedure.
- 12 Kisan Ramchandra Auctioneers Pvt. Ltd. (KRAPL) runs its business on the basis of a robust System. KRAPL has outsourcing server space from third party hosting company & hence will ensure the smooth running in all good faith & intention. However KRAPL shall not be responsible for any failure of POWER, NETWORK, SERVER, HOSTING SERVER, INTERNET CONNECTIVITY, ISP or otherwise either at Bidder's end or at KRAPL. However, KRAPL encourages the bidder to immediately get in touch with KRAPL and report the problem, during the bidding, to request for any help.
- 13 KRAPL shall flash important messages during the Auction in the bidding screen. The Bidder is responsible for seeing and understanding the messages. The bidder for any clarifications can seek KRAPL market-maker's help on the same. The Auction messages are deemed to be a part of the catalogue.
- 14 KRAPL reserves the right to alter and inform the contents of the Catalogue before the start of the Auction. The Catalogue posted on www.krauctioneers.in, during the Auction Period would be treated as the final one. The bidder shall be responsible for checking the catalogue for any updates as might arise prior to the start of the Auction.
- 15 The Bidder shall be bidding on the basis of the commercial terms as mentioned in the e-Auction Catalogue.
- 16 The bidder understands the rights of bidding for this Auction is reserved. In case of observed irregularities which can affect the bidding process, the bidder will be disabled. KRAPL shall have final authority in this matter.
- 17 The bidder has received and accepted the conditions given in the catalogue, issued upon signing up this Agreement.
- 18 **ARBITRATION AND JURISDICTION :** All disputes and difference arising out of this E-Auction / contract shall be referred to the sole arbitration of seller or his nominee and the award of such arbitrator shall be binding on both the parties. The contract shall be subject to the jurisdiction of Pune Courts only.

LEGAL & SAFETY: Should Have valid Workmen compensation policy with work details in MVML/ Chakan/ Pune dist. & Should able to supply Safety helmets, ID Cards & Safety shoes to workers as loading will be at scrap customer's end

IMPORTANT NOTES:

- 1) Available quantity of all the lots to be lifted immediately on finalization of contract & further generation on Arising basis till the end of the contract for mentioned in material list.
- 2) Maintenance of above scrap items housekeeping in scrap area will be prime responsibility of scrap customer/ buyer
- 3) To keep one vehicle under conveyor daily is must. No material should be spillage on ground at any time
- 4) For any hazardous waste material, no party outside Maharashtra will be allowed to participate in the e-auction.

I have read & understood all the Terms & Conditions of Online Auction Sale & only after understanding all the clauses I am signing this AGREEMENT.

AGREEMENT SIGNED BY

Name of Firm: : M/s. _____
 Contact nos. during bidding: : _____
 Authorised Person & Signature : _____

COMPANY SEAL/STAMP

Signature and Seal