
 <p>Under instruction From  <b>Kirloskar Brothers Limited</b>          Kirloskarvadi –416 308, Dist. Sangli</p>																	
 <p>e-Auction organised by  <b>Kisan Ramchandra Auctioneers Pvt. Ltd.</b>          Deccan Towers, 5-Mezzanine Floor, Poolgate, Pune</p>																	
<p><b><u>e-Auction on 16/08/2017 From 02.00 P.M. Onwards.</u></b></p>																	
<p><b><u><a href="http://www.krauctioneers.in">Logon: www.krauctioneers.in</a></u></b></p>																	
<p>will administer the sale of Variety of Scrap on an "As Is Where Is" basis wet, dry or rusty condition. No segregation is allowed. e-Auction will be on the website <a href="http://www.krauctioneers.in">www.krauctioneers.in</a></p>																	
<p><b><u>Points to Note for Online Auction Material:</u></b></p>																	
1	<p><b>Interested Bidders must submit Photo Identity of owner / partner / proprietor / director of the firm along with affidavit / partnership deed / any other statutory document confirming such ownership. Enclosed specimen / format for usage of the bidders.</b></p>																
2	<p>Interested Bidders will submit their refundable participation fee along with Bidders Agreement duly filled, signed &amp; stamped.</p>																
3	<p>e-Auction will be run as per the schedule stipulated in e-Auction catalogue.</p>																
4	<p>Bidding is on UOM Basis. Taxes and Duties applicable will be charged extra on the bided rates as mentioned below in the lot details.</p>																
5	<p>All bidders are requested to refer to the final catalogue before bidding available on the website <a href="http://www.krauctioneers.in">www.krauctioneers.in</a></p>																
6	<p>The bidders are required to register their highest bid during extension period to avoid last second's rush in bidding.</p>																
7	<p>Participation for Hazardous Waste : The Bidders must have valid CONSENT OF CPCB/ SPCB for bidding and buying of Hazardous Waste. So also they must use Transporter authorized by CPCB /SPCB WHERE EVER REQUIRED, for all Hazardous waste category e.g. Used Oils, Coolants, Solvent/Thinner, Battery &amp; other Hazardous waste/E-Waste/ Empty Drums/ Barrels/ Tins/ Carbouys/ Buckets etc.</p>																
8	<p>Contract Validity Period: Auction will be conducted for contract period from <b>01/08/2017 To 30/11/2017</b>. The contract is basically for specific arising period and not for quantity. The quantity mentioned here below are approximate. It may increase or decrease. Quantity are indicative and may vary upto +/- 30% for all lots. It is mandatory for the buyer to follow this clause in all respects.</p>																
9	<p>All terms and conditions as mentioned in this catalogue will be adhered to and honoured by the successful bidders/buyers.</p>																
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<p><b>TERMS &amp; CONDITIONS</b></p>																	
1	<p><b>SELLER:</b> Kirloskar Brothers Limited, Kirloskarvadi – 416 308, Dist. Sangli.</p>																
2	<p><b>SERVICE PROVIDER:</b> 'KISAN RAMCHANDRA AUCTIONEERS PVT. LTD.', Deccan Towers, 5-Mezzanine Floor, Poolgate, Pune 411 001 (hereinafter referred to as "KRAPL") is appointed as Service Provider by the seller to conduct e-Auctions / Online Auctions for disposal of all categories of Scrap, Surplus Items &amp; Immovable properties with no particular interest in any of these categories being sold on behalf of the Seller.</p>																

3	<p><b>BIDDER:</b> Any genuine party participating in e-Auctions with fulfillment of all terms and conditions in all respects.</p> <p><b>A) Submission of Photo Identity of the Owner / Proprietor / Partner / Director of the Firm: Every Bidder must submit the following documents:</b></p> <p>i) Photo Identity of the Owner / Proprietor / Partner / Director AND.</p> <p>ii) True Copy of Documentary Proof like Affidavit / Partnership Deed / Other statutory relevant Document confirming ownership of the Firm as declared at Point No. A (i)</p>
4	<p><b>BUYER:</b> The successful bidder in whose name the Seller / Service Provider would issue Disposal Order for purchase &amp; liftment of allotted items / lots as per Rules &amp; Regulations of the Seller.</p>
5	<p><b>AUCTION MATERIAL:</b> All those lots/ material of scrap in quantity, description, status with measuring unit for delivery as enlisted in 'e-Auction Catalogue' for disposal sale lying at Kirloskar Brothers Limited. for which e-Auction would be conducted as per schedule declared &amp; mentioned elsewhere.</p>
6	<p><b>PARTICIPATION FEE:</b> To participate into e-Auction, it is mandatory to submit Participation fee through RTGS/ NEFT only of requisite amount to Kisan Ramchandra Auctioneers Pvt Ltd on below Bank Account:</p> <p><b><u>A/c Name: Kisan Ramchandra Auctioneers Pvt. Ltd.</u></b>  <b><u>Bank Name: Bank of Baroda, Pune Camp Branch, Pune</u></b>  <b><u>A/c Type: Current A/c</u></b>  <b><u>A/c No.: 0449020001037</u></b>  <b><u>IFSC Code: BARBPOOCAM (Fifth corrector 0=Zero)</u></b></p> <p>This participation fee is refundable without any interest, however would be adjusted as part/ full portion of Earnest Money Deposit in cases where the Bidder's bid is accepted by the Seller and then the bidder becomes the Buyer. KRAPL would issue the receipt for participation fee &amp; the Seller would issue the receipt for balance payment made by the Buyer. The Buyer would essentially produce all original receipts of payment made before taking delivery of lot/s allotted to him. All payments are essentially to be made by RTGS/ NEFT only.</p>
7	<p><b>BID:</b> Rate quoted for corresponding lot of 'Auction Material' by the Bidder in Rupees for declared measuring unit. Rate quoted in paisa would not be considered in any manner.</p>
8	<p><b>E-AUCTION VENUE:</b> The venue of e-Auction will be KRAPL's website <a href="http://www.krauctioneers.in">www.krauctioneers.in</a> as per terms within specified timing on pre-declared date. The Bidder should make a specific note of this for all acts on his part.</p>
9	<p><b>Representation:</b>  <b>Owning the responsibility for all written and / or verbal communications and documentations:</b></p>
A.	<p>The bidder / the successful buyer would be solely responsible for all acts and deeds of such natures in all respects. It is expected and obligatory on the part of the participating bidder / the successful buyer to represent himself on his own and declare carefully if any assistance of third party is solicited by him for drafting of communications, actual bidding in e-Auction, submission of documents by hand delivery / courier and in all manner in such cases sole responsibility would be that of the bidder / the successful buyer and not of third party.</p>
B.	<p>The bidder / the successful buyer is active as partner in more than one firms having common business interest of all such firms he would be allowed to represent only one firm for all reasons and Kirloskar Brothers Limited reserves the right to disallow and debar such bidder if found to be defaulter. In such manner for which Kirloskar Brothers Limited is not bound in any manner to give verbal or written communication and / or be responsible for proving this point in any manner.</p>
C.	<p>If the bidder / the successful buyer is illiterate and / or not qualified to make communications in English and seeks help of any other bidder or literate person he would do so at his own risk and for all representation and responsibility purpose he himself and his firm would only be and exclusively considered for actions, communications, penalties and such other impact of business. If required <b>Kirloskar Brothers Limited</b> can ask verbal and / or written explanation and reasons from the bidder / the successful buyer in this regard.</p>
10	<p><b>PARTICIPATION FEE:</b> To participate into e-Auction, it is mandatory to submit Demand Draft/ Pay Order of requisite amount of any Nationalized Bank drawn in favour of "Kirloskar Brothers Limited" payable at "Kirloskarvadi" to KRAPL. This participation fee is refundable without any interest, however would be adjusted as part/ full portion of Earnest Money Deposit in cases where the Bidder's bid is accepted by the Seller and then the bidder becomes the Buyer. KRAPL would issue the receipt for participation fee &amp; the Seller would issue the receipt for balance payment made by the Buyer. The Buyer would essentially produce all original receipts of payment made before taking delivery of lot/s allotted to him. All payments are essentially to be made by Demand Draft only.</p>
11	<p><b>STATUTORY PAYMENTS:</b> The Buyer would be required to pay all Taxes including TCS as applicable &amp; mentioned in e-Auction Catalogue at the time of making balance payment. Any change in the same would be applicable as per Government regulations.</p>
12	<p><b>PAYMENT TERMS:</b></p>
A.	<p><b>Mode of Payment:</b> All payments are to be made strictly by Demand Draft in favour of "Kirloskar Brothers Limited" payable at Kirloskarvadi.</p>
B.	<p><b>Participation Fee:</b> The bidder is required to pay participation fee as declared for corresponding lot/s mentioned in e-Auction Catalogue &amp; the same would remain with the Seller/ KRAPL upto seven working days from the date of e-Auction &amp; would not attract any interest.</p>

C.	<p><b>Earnest Money Deposit (EMD):</b></p> <p>(1) The participation fee which is part of requisite amount of EMD would gets converted into Earnest Money Deposit in case of the bidders whose bids are declared as a successful in e-Auction.</p> <p>(2) For arising lots specific EMD amount mentioned against each lot.</p> <p>(3) For arranged lots specific EMD amount mentioned against each lot.</p> <p>(4) If the bidder fails to make balance amount of EMD within Five (5) days, from the date of declaration of acceptance of bid/s by Kirloskar Brothers Limited, his participation fee for one or all lots submitted would be forfeited and Kirloskar Brothers Limited would be free to allot such lot /s to any other bidder at any price and their decision would be final in this regards.</p> <p>(5) If the bids are unsuccessful, participation fee of such bidders would be refunded to them without any interest.</p>
D.	<p><b>Payment prior to liftment:</b> Requisite payment for liftment of material /quantity of allotted lot/s as per declared liftment schedule is to be made by the buyer prior to such liftment /delivery to Kirloskar Brothers Limited by Demand Draft only.</p>
E.	<p><b>Forfeiture of EMD:</b> Earnest Money Deposit Amount paid by the successful buyer for one or more lots would be forfeited by Kirloskar Brothers Limited for one or all reasons mentioned below.</p>
i)	Failure to arrange requisite payment by Demand Draft / RTGS well in time and / or false promises made verbally and / or in writing.
ii)	Irresponsible or irregular liftment of allotted lot/s.
iii)	Providing incorrect, insufficient data / details about buyers/s identity, physical traceability of location of business or office, statutory details, forged documents and / or misleading Kirloskar Brothers Limited and / or Kisan Ramchandra Pvt. Ltd. in any manner with or without intention to paralyze liftment schedule and subsequent financial and / or consequences and losses to be suffered by Kirloskar Brothers Limited and/or Kisan Ramchandra Auctioneers Pvt. Ltd.
iv)	Arrogant and improper behavior.
v)	Involving with or without intention directly or indirectly antisocial elements and / or any other bidder blacklisted by Kirloskar Brothers Limited and / or Kisan Ramchandra Auctioneers Pvt. Ltd. at any stage right from participation in to e-Auction upto and through execution of disposal order if any.
vi)	Creating threats or threatful atmosphere which will damage or harm representatives of Kirloskar Brothers Limited and / or Kisan Ramchandra Auctioneers Pvt. Ltd. in any manner of what so ever nature.
vii)	Any other reasons which can be considered by Kirloskar Brothers Limited and / or Kisan Ramchandra Auctioneers Pvt. Ltd. to be sufficient and convincing without giving any explanations or reasons to the buyer.
F	<p><b>Refund of EMD:</b> Immediately after expiry of the contract the buyer should forward their statement of accounts to seller Accounts Department. The EMD will be refunded (without any interest) to the buyers 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 Kirloskar Brothers Limited The EMD will be returned after successful completion of the contract through cheque/RTGS/NEFT in the name of registered bidder and should not be adjusted against material lifting payment in nay circumstances.</p>
13	<p><b>INSPECTION OF AUCTION MATERIAL AT SITE:</b></p>
A.	The bidders should inspect Auction material and make themselves satisfied with respect to status, condition, quantity, quality, type & then only proceed with further actions like participation into e-Auction, submission of bids, etc. All Auction material is sold on As is Where is, Wet or Dry with No complaint & Area to be cleared basis. The seller reserves right to withdraw any lot/ material in full or in part without giving any reasons & not responsible for any financial or non-financial implications, if any.
B.	The bidders should follow all Safety Procedures & adhere to rules & regulations of Kirloskar Brothers Limited for entering the premises of site & inspection of Auction material. Kirloskar Brothers Limited would not be responsible for any accident, damage, loss or death and making compensation in any form to the representative of the bidders.
C.	Kirloskar Brothers Limited / Kisan Ramchandra Auctioneers Pvt. Ltd. (KRAPL) 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. Kirloskar Brothers Limited/Kisan Ramchandra Auctioneers Pvt. Ltd. (KRAPL) may refuse to accept any bid from any person/ persons without assigning any reason for such refusal.
14	<p><b>PARTICIPATION &amp; PROCEDURE FOR e-AUCTION:</b></p>
A.	Kirloskar Brothers Limited reserves right of participation into e-Auction.
B.	The bidders should submit requisite details along with participation fee before due date & time to KRAPL & complete registration procedure in all respects. The bidders should make themselves aware of change in declared date & timing if any by contacting KRAPL and/or visit KRAPL's website- <a href="http://www.krauctioneers.in">www.krauctioneers.in</a>
C.	<b>Allotment of Password:</b> The bidders successfully registered with KRAPL would be given PASSWORD & LOGIN ID for participation into e-Auction. These would be informed to the registered bidders by email/SMS or email / mobile nos. intimating by them 24 hours prior to date of e-Auction. To safeguard the same would be the sole & exclusive responsibility of bidders.
D.	The bidders should refer to the final e-Auction catalogue available on the web site of KRAPL before making bids.
E.	Bidding is on UOM (Unit of Measurement) basis & in basic rates are exclusive of all taxes & duties.
F.	KRAPL runs its business on the basis of Robust System. KRAPL has outsourced server space from third party hosting company & 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 bidders 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.

G.	<b>Validity:</b> The bidders must keep their bids valid for a period of (30) Thirty working days from the date of e-Auction.
H.	<b>Time Extension:</b> If any bid is registered in the last three (3) minutes for lot/s bidding for the same will be extended till further bids get registered. If no bid is registered in the last three minutes bidding for such lot/s will be automatically closed.
I.	<b>Increment in Bid:</b> To make an increment in bid, the bidder should pre-fix the same with Plus (+) sign.
J.	<b>Reference Time:</b> For all reasons & purposes clock time displayed on the screen would be treated as "Reference time".
	<b>GENERAL:</b>
K.	The highest Auction bid, if not meeting the reserve price, will be 'subject to the approval'. The Auction administrator of Auctioneers 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 the period mentioned above. The Seller and Auctioneers reserve the right to withdraw any lot prior to commencement of Auction without assigning any reasons thereof. The Seller/Auctioneer may even refuse to accept any bid from any person, at any time without assigning any reasons for such refusal.
L.	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.
M.	The 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.
15	<b>DELIVERY:</b>
A.	On receipt of full Amount of EMD by the Seller, the Seller will issue final Sale/ Delivery / Disposal Order to the Buyer thereby enabling him to lift the materials as per declared liftment schedule and availability of material.
B.	<p>1) The Successful Bidder must ensure the following before sending the vehicle for liftment.</p> <p>i) Driver Must keep Valid Driving License &amp; PUC Certificate in Original.</p> <p>ii) Driving License should be of proper Category like LMV-TR, TRANS. e.g. A driver having LMV license can not drive a LMV-TR or TRANS vehicle etc. Please note contents as appears on the reverse of a Driving License.</p> <p>iii) Driver must keep Photostat Copies of Valid Insurance Certificate, Vehicle Registration Certificate / RC Book / Smart Card.</p> <p>iv) If the vehicle is older than 15 years then FIT Certificate by RTO.</p> <p>2) Vehicles are also not allowed to enter company premises under following circumstances:</p> <p>i) If there is any visible sign of poorly maintained transport vehicle. (e.g. worn out tyres, broken / damaged body, improperly loaded vehicle where the loaded goods are not secured well to prevent goods falling off, vehicle with leaking oil sumps).</p> <p>ii) If the driver is drunk or suspected of consuming Alcohol.</p> <p>iii) If the driver is demonstrating abnormal behavior.</p> <p>iv) If the driver has been "Black Listed" by the KBL management due to misdemeanor / breach or gross violation of Safety &amp; Security Norms.</p> <p>3) Lifting of materials will be allowed only between 09:00 A.M. to 02:00 P.M. on all working days. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of EMD and other payments collected. Weight recorded at the seller's premises shall prevail.</p>
C.	In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.
D.	If the Material sold or portion thereof remains un-cleared in the premises of the seller beyond the stipulated period, the un-lifted portion of the material may be removed at the risk and cost of the buyer.
E.	While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the seller's premises.
F.	Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipments or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of seller. The decision of the seller or his authorized representative shall be final in this regard.
G.	The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses OR as per directives of the Seller.
H.	It will be successful Buyer's responsibility to weigh the empty Truck at the weighbridge and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck as per procedure laid down by the Seller. <b>The weighment charges will be borne by the buyer only.</b>
I.	Should the original Buyer wishes to take delivery of the surplus material through a representative, he must authorize the latter by a letter of authority or continuing authority, which shall be presented to the seller. The seller may in his entire discretion decline to act on any such authority and it shall be for the purchaser to satisfy the seller that the authority is genuine. Delivery to such authorized person will constitute valid delivery and no claim shall lie against the seller on any account thereafter.
J.	Once the goods / materials are taken out of the factory gate, buyer will be solely responsible for all sorts of claims like shortage, missing parts, damage, accident, loss of material etc.

K.	Resale will not be recognized. The buyer shall not be entitled to resell any lot or part of a lot while goods are still lying within the premises of the seller and no delivery would be effected by the seller to any person other than the Purchaser whose names are mentioned in the sale order/Delivery order.
L.	Buyer and his men are subject to the security rules of the seller in force while in the seller's premises. The buyer/s, their workmen or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the buyer shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
M.	While taking delivery of the material, the Buyers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the buyer shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or may stop delivery of the material till payment is made.
N.	SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like leather hand gloves / safety shoes / safety goggle / welding goggle, etc.) to the labourers, who are engaged for loading the materials.
O.	If any accident or damage to the property/ life etc. arises by reason of any act of negligence/ omission/ default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.
p.	The 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.
Q.	The Buyer will strictly follow the Guidelines for transportation of Hazardous Waste as stipulated by CPCB and SPCB.
R.	Any short falls/deviation noticed by the seller on the above points (P to Q) will be viewed seriously to an extent of termination of contract and forfeiting the deposits.
S.	For any of the following defaults of the buyer, where seller'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.
T.	Re-Sale will not be recognized and Release Order will be made out in the name of actual Successful Bidder only.
U.	Segregation/sorting of material will not be allowed within seller's premises. Material will have to be lifted/loaded as available.
V.	The seller shall unconditionally be entitled to retain any material required for our own use and the decision of the seller would be final as to what constitutes the scrap for collection at any time after the Auction or during the Contract Period.
16	<b>LIFTING/ CLEARING DELAY:</b>
	If the buyer fails to deploy the vehicles and clear the scrap as per frequency / schedule / timings mentioned in allotment cum disposal order/s, he is liable to pay a penalty of Rs. 2000/- per vehicle per day upto 2 days beyond which the lot will be forfeited with deposit. The penalty amount will be recovered from the earnest money deposit with the Seller. The Seller is free to claim for such further losses , damages caused by the buyer for failure to lift the material.

<b>17</b>	<b><u>FORCE MAJEURE CLAUSE:</u></b>
<b>A</b>	The Seller will not be liable for non-performance of any contract either wholly or in part or 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, epidemic, floods, accidents, damage or requirements of Government or any circumstances. The seller will 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>B</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.
<b>18</b>	<b><u>ADDITIONAL TERMS AND CONDITIONS:</u></b>
<b>A</b>	The workmen employed by the buyer will be working under the buyer's 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 will be paid by the buyer. The buyer will maintain all such documents and records, which are statutorily required. The seller will 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>B</b>	The buyer will 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 will 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.
<b>C</b>	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. For services like lifting of material and to take it out of gate every time buyer should carry the authority letter on their letter head mentioning the name of responsible, truck number, contact number etc
<b>D</b>	On expiry of contract, the buyer undertakes to leave the premises with all their workmen peacefully and without creating any disturbances. Buyer's workmen will have no claim of any nature whatsoever against the seller.
<b>E</b>	The buyer will comply with all the provisions of the Contract Labour (Regulation & Abolition) Act 1970. The buyer will issue identity cards and appointment letters to their workmen. Without identity card buyer's workmen will not be allowed to enter the seller's plant.
<b>F</b>	The buyer will 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.
<b>G</b>	The Buyer's supervisor will supervise day-to-day work of their employees and they will work under their control and supervision.
<b>H</b>	The seller will 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.
<b>19</b>	<b><u>DISPUTES / ARBITRATION :</u></b>
<b>A</b>	An authorized official or any other person appointed by the seller shall decide any dispute arising between the successful bidder and seller. The decision of the Arbitrator shall be final and binding on both the parties.
<b>B</b>	Disputes between seller & bidder if any shall be within the jurisdiction of <b>Sangli Courts</b> only.
<b>C</b>	In the event of any dispute with regard to not taking possession/ nonavailability of inspected Auction Property etc. and forfeiture of 'EMD', KRAPL will not be held responsible for the loss/ forfeiture.
<b>20</b>	<b><u>Termination of Contract:</u></b>
	<b>Kirloskar Brothers Limited reserves the right to terminate the contract at any time on the following grounds.</b>
<b>A</b>	Unsatisfactory execution or performance of the contract by the Buyer.
<b>B</b>	For improper behaviour of the buyer or by his employees/ representatives or breach of the terms and conditions of the contract.
<b>C</b>	Or for the reason, whatsoever, as may deem fit to Kirloskar Brothers Limited for termination of the contract.
<b>D</b>	The buyer is entitled for liftment of material of lot/s allotted to him, vide specific disposal order. If he is found to lift the material of any other lot/s not allotted to him it would be considered as intentional & known act of theft & this would lead to imposition of penalty forfeiture of EMD including legal actions deemed to be fit by the entity.



## E-17-071-KBL-MATERIAL LIST

Updated: 8/8/2017:58 PM

Lot No.	Description	Appr. Qty.	UOM	Frequency of Clearance/ Delivery Schedule	GST %	TCS %	Refundable Participation Fee Rs.	Earnest Money Deposit Amount Rs.
1	2	3	4	5	6	7	8	9
<p><b>*AUTO EXTENSION: In case of those lots where BID is registered during last three minutes, BIDDING for such lots would get extended &amp; during this extended time slot if further BID is registered it would consist of time leftover of earlier extension together with three minutes of BID registered subsequently.</b></p> <p><b>If any BID is NOT registered during last three minutes bidding for such lots gets automatically closed.</b></p>								
<p><b>Material Location - Kirloskar Brothers Limited,</b>  <b>Kirloskarvadi – 416 308, Dist. Sangli.</b></p>								
<p><b>E-Auction on 16.08.2017 From 02.00 PM to 03.00 PM (+ Extn)</b></p>								
<p><b>Arising Period from 01.08.2017 To 30.11.2017</b></p>								
1	C.I. mixed boring WET (Gala No:42)	200	MT	50 MT Per Month & Quantity physically available to be lifted immediately within four days	18%	1%	100,000	180,000
2	M.S. Turning No sorting allowed (Area to be cleared basis) (Gala No:50)	75	MT	18 MT Per Month & Quantity physically available to be lifted immediately within four days	18%	1%	30,000	60,000
3	M.S. Light Scrap consisting of broken tins/small strips/packing strips, M.S. nets with angles etc. (Area to be cleaned basis) (Gala No:5)	5	MT	As & When Required	18%	1%	5,000	5,000
4	M.S. Reinforcement (Tor Steel) gager, straps, strips, small channels, pipes etc. in various sizes (Gala No:18)	50	MT	12 MT Per Month & Quantity physically available to be lifted immediately within four days	18%	1%	35,000	70,000
5	M.S. Fabricated Packing cages, base plates of motors and engines in various sizes (Gala No:19)	10	MT	As & When Required	18%	1%	10,000	15,000
6	Used M.S Wire Rope, M.S chain, (As it is in condition) (Gala No:35)	1	MT	As & When Required	18%	1%	2,000	2,000
7	S.S. Turning Non Magnetic 316 & 304 Mix Grade No sorting allowed (Area to be cleared basis) (Gala No:47)	20	MT	5 MT Per Month & Quantity physically available to be lifted immediately within four days	18%	1%	75,000	125,000
8	S.S. Turning Magnetic 410 Grade No sorting allowed (Area to be cleared basis) (Gala No:49)	30	MT	7 MT Per Month & Quantity physically available to be lifted immediately within four days	18%	1%	35,000	45,000
9	Welding Scrap with soil (No segregation is allowed. Area to be cleared basis.) (Gala No:54)	40	MT	10 MT Per Month & Quantity physically available to be lifted immediately within four days	18%	1%	50,000	100,000
10	Stainless Steel Scrap Non-Magnetic with engineering parts (Gala No:55)	10	MT	As & When Required	18%	1%	40,000	75,000
11	Super duplex Stainless Steel Turning (Sorting not allowed, as it is in condition) (Gala No:37)	5	MT	As & When Required	18%	1%	25,000	50,000
12	Used Scrapped SS 304 Elevator Bucekts (As it is in condition) (Gala No:38)	1	MT	As & When Required	18%	1%	5,000	7,000
13	Magnetic non magnetic mixed stainless steel slag. With some M.S. Attachements (Area to be cleared basis, No segeration is allowed) (Gala No:16)	20	MT	As & When Required	18%	1%	25,000	50,000
14	Non-ferrous Khangar (Area to be cleared basis, No Sorting) (Gala No:52)	10	MT	3 MT / Per Month	18%	1%	25,000	50,000
15	Aluminium scrap solid (Area to be cleared basis) (Gala No:57-A)	5	MT	As & When Required	18%	1%	20,000	35,000

## E-17-071-KBL-MATERIAL LIST

Updated: 8/8/2017:58 PM

Lot No.	Description	Appr. Qty.	UOM	Frequency of Clearance/ Delivery Schedule	GST %	TCS %	Refundable Participation Fee Rs.	Earnest Money Deposit Amount Rs.
1	2	3	4	5	6	7	8	9
<p><b>*AUTO EXTENSION: In case of those lots where BID is registered during last three minutes, BIDDING for such lots would get extended &amp; during this extended time slot if further BID is registered it would consist of time leftover of earlier extension together with three minutes of BID registered subsequently.</b></p> <p><b>If any BID is NOT registered during last three minutes bidding for such lots gets automatically closed.</b></p>								
16	Aluminium Mixed boring & Turning (Scrap Area to be cleaned basis. No sorting allowed.) (Gala No:57-B)	2	MT	As & When Required	18%	1%	5,000	5,000
17	Gun metal dust-No sorting allowed (Area to be cleared basis) (Gala No:60-A)	1	MT	As & When Required	18%	1%	5,000	5,000
18	Gun metal welding scrap (No sorting allowed, Area to be cleared basis) (Gala No:60-B)	2	MT	As & When Required	18%	1%	10,000	15,000
19	Used Bearings Scrap (As it is in condition) (Gala No:8)	2	MT	As & When Required	18%	1%	5,000	5,000
20	Used Grinding Wheels & Alcon MOP (As it is in condition, Area to be cleared basis) (Gala No:36)	1	MT	As & When Required	18%	1%	1,000	1,000
<b>E-Auction on 16.08.2017 From 05.00 PM to 06.00 PM (+ Extn)</b>								
21	Scrap Corrugated Boxes (Gala No:41)	5	MT	As & When Required	18%	1%	5,000	5,000
22	Plastic and Plastic Paper Mixed Scrap (Gala No:63)	2	MT	As & When Required	18%	1%	5,000	5,000
23	Used Scrapped Empty sand bags (As it is in condition) (Gala No:6B)	300	Nos	As & When Required	18%	1%	1,000	1,000
24	Empty M.S. Barrel assorted 200/205/210 Ltrs Capacity (Gala No:13)	300	Nos	As & When Required	18%	1%	10,000	10,000
25	Empty Plastic Barrel 200/205/210 Ltrs Capacity (Gala No:34A)	100	Nos	As & When Required	18%	1%	5,000	5,000
26	Empty M.S. 20 Ltrs. Tin (Gala No:17)	200	Nos	As & When Required	18%	1%	1,000	1,000
27	25 Kg. Cap. Empty Plastic Buckets (Gala No:31)	200	Nos	As & When Required	18%	1%	1,000	1,000
28	Foseco make M.S. Tins (Gala No:33)	800	Nos	200 Nos. Per Month & Quantity physically available to be lifted immediately within four days	18%	1%	2,000	2,000
29	40 Kg. / 30 L. Cap. Empty Plastic Cans (Gala No:28 B)	100	Nos	As & When Required	18%	1%	1,000	1,000
30	50 Kg. Cap. Empty Plastic Cans (Gala No:28 A)	100	Nos	As & When Required	18%	1%	1,000	1,000
31	Used Empty Containers of Cleaner, Developer & Dye Penetrant (Gala No:61)	6000	Nos	1500 Nos Per Month & Quantity physically available to be lifted immediately within four days	18%	1%	4,000	4,000
32	Used Empty Plastic Container of resin & hardener, capacity 1200 Ltr. (Reserved for CPCB & SPCB Valid Consent Holder Only) (Gala No:34 B)	100	Nos	As & When Required	18%	1%	5,000	10,000
33	Used & Waste oil with 205 Ltr Drum (Reserved for CPCB & SPCB Valid Consent Holder Only) (Gala No:59)	10	Barrel	As & When Required	18%	1%	5,000	5,000
34	Used wooden scrap of Grade-B with Hoops/Straps/Nails a] Used, yellow, (clean & fresh)New, plank size less than 30 inches and bigger than 12 inches b]Used black or unclean, dirty bigger than 12 inches (Gala No:4)	20	MT	5 MT Per Month & Quantity physically available to be lifted immediately within four days	5%	1%	5,000	10,000



## E-17-071-KBL-MATERIAL LIST

Updated: 8/8/2017 2:58 PM

Lot No.	Description	Appr. Qty.	UOM	Frequency of Clearance/ Delivery Schedule	GST %	TCS %	Refundable Participation Fee Rs.	Earnest Money Deposit Amount Rs.
1	2	3	4	5	6		7	8
<p><b>*AUTO EXTENSION: In case of those lots where BID is registered during last three minutes, BIDDING for such lots would get extended &amp; during this extended time slot if further BID is registered it would consist of time leftover of earlier extension together with three minutes of BID registered subsequently.</b></p> <p><b>If any BID is NOT registered during last three minutes bidding for such lots gets automatically closed.</b></p>								
35	Used wooden scrap of Grade-C with Hoops/Straps/Nails a]Used small pieces of planks, Size less than 12 inches, old or new yellow or black. b] With paint dirty of any size and not reusable for making boxes (old & black, with paint of any size and not reusable for making box) and new white below 12 inches. (Gala No:2)	20	MT	5 MT Per Month & Quantity physically available to be lifted immediately within four days	5%	1%	2,000	5,000
36	Compressed Wood Pallets All material are 'As Is Where Is, No sorting & Area to be cleared basis (Gala No:9)	1	Lot	As & When Required	5%	1%	2,000	2,000
37	Used & scrapped black radiography / X-ray films (Gala No:60-C) (Reserved for CPCB & SPCB Valid Consent Holder Only)	0.3	MT	As & When Required	18%	1%	3,000	3,000
<b>Arranged Lots</b>								
38	Plastic scrap (No segregation is allowed, area to be cleared basis) (Gala No:6A)	1	Lot	Immediate	18%	1%	5,000	5,000
39	Used Rubber Scrap including Sheets, Tyre, Rubber Pipes with MS attachment (Gala No:6C)	1	Lot	Immediate	18%	1%	5,000	5,000
40	Electrical Waste scrap consisting of electrical parts, switches, wires, switch boards Bulbes Tubes etc. (Area to be cleared basis) (Gala No:62)	1	Lot	Immediate	18%	1%	10,000	10,000
<p><b>Note: The parties interested in all Scrap Lots (Except Hazardous waste Lots) should submit DD/RTGS of Rs.5,00,000/-.</b></p>								

**E-17-071-KBL-REGISTRATION FORM**  
**E-Auction on Behalf of**  
**Kirloskar Brothers Limited,**  
**Kirloskarvadi – 416 308, Dist. Sangli**

**Kirloskar Brothers Limited**  
**CONSENT TO WORKMEN'S COMPENSATION INSURANCE CLAUSE**

Date: \_\_/\_\_/2017

I/We \_\_\_\_\_ of M/s. \_\_\_\_\_ at (Address) \_\_\_\_\_ in the capacity of owner/ partner/ proprietor/ director and/or any such capacity of deciding authority with total accountability of business implications in terms of financial and non-financial responsibilities hereby agree & confirm to ensure Insurance Coverage for staff, workers, contract labours employed by us/ our Firm/ Company mentioned earlier directly or indirectly who would visit and work in the plants/ premises of Kirloskar Brothers Limited related to execution of disposal order/s for purchase of variety of Scrap/ other material described therein.

I/We further agree & confirm that such insurance coverage made under Workmen's Compensation Policy would not be less than Rs.20,000/- (Rupees Twenty Thousand Only) per person / individual & copy of such policy purchased from recognized Insurance Company with its validity covering execution period mentioned in such disposal orders or its' extended period if any by Piaggio Vehicles Pvt. Ltd, would be submitted by us within 48 hours from receipt of the same.

We owe complete responsibility in all respects as stated above and with this confirmation are registering ourselves/ our Firm/ Company for participation into **e-Auction No. E-17-071**.

Agreed & Signed by	
Name	Signature
Name of Firm/ Company	Place & Date

**Registration Details::**

- 1) Name of Firm for Registration M/s. \_\_\_\_\_
- 2) Correspondence Address : \_\_\_\_\_  
 : \_\_\_\_\_  
 : \_\_\_\_\_ PIN- |\_|\_|\_|\_|\_|\_|\_|\_|
- 3) Name of the Owner / Proprietor / Director : \_\_\_\_\_
- 4) Photo Identity of the Owner : \_\_\_\_\_
- 5) Affidavit / Partnership Deed / Other Statutory Documents enclosed in support of ownership declared of Point No. 4 above: \_\_\_\_\_
- 6) Mobile No.: \*(SMS/ Login Details Purpose) : \*|0|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|
- 7) Contact Person : \_\_\_\_\_

### E-17-071-KBL-REGISTRATION FORM

- 8) Email ID (All Caps) : \_\_\_\_\_
- 9) PAN (with Xerox) : \_\_\_\_\_
- 10) GST No. : |\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|
- 11) Telephone Nos. : |\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|
- : CODE: \_\_\_\_\_, Fax No. \_\_\_\_\_

**Æ License Details:**

- 1) PF Reg. No.- : \_\_\_\_\_
- 2) ESI Reg. No.- : \_\_\_\_\_
- 3) MPCB Reg. No.- : \_\_\_\_\_
- 4) CPCB Reg. No.- : \_\_\_\_\_
- 5) SPCB Reg. No.- : \_\_\_\_\_



## E-17-071-KBL-REGISTRATION FORM

The purpose of this agreement is to confirm that the "bidder" is authorized to bid in the Auction being conducted by KRAPL's KRAuctioneers website for saleable material of "Seller" - Piaggio Vehicles Pvt. Ltd.

For this purpose the parties confirm the following:

- 1 The bidder has read and understood the e-Auction catalogue for the same on [www.krauctioneers.in](http://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 14/08/2017 upto 5.00 P.M. 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](http://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 Kirloskar Brothers Limited/ 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.
- 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](http://www.krauctioneers.in), during the e-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.

## E-17-071-KBL-REGISTRATION FORM

- 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 e-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 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 **Sangli Courts** only.

**Notes:**

- 1 The bidders are required to submit D.D. of Participation Fees/ EMD on lot-wise basis.
- 2 All the Bidders are required to submit their Registration form and D.D.'s of Participation Fee/ EMD to Kisan Ramchandra Auctioneers Pvt. Ltd., Deccan Towers, 5-Mezzanine Floor, Poolgate, Pune – 411001, Tel.: 26360356, 26361357 Fax: (020) 26361359, upto 18.00 Hrs. only.

**ABIDANCE BY SELLER'S RULES & REGULATIONS, SAFETY & DISCIPLINE**

- A. The buyer, their servants, agents & representatives 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/ representatives at their own risk and cost. Any loss of life/ death/ injury/ damage whatsoever to any individual or property in such handling or as a consequence thereof shall be the sole responsibility of the buyer and Company is not liable for any type of compensation to the buyers workers working into the Company.
- B. Buyers will observe safety rules and ensure safe working of their workers 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 them 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.

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

<b>Agreed &amp; Signed by</b>	
Name	Signature
Name of Firm/ Company	Place & Date
Contact Person & Mobile Number during Online Auction	



TO BE TYPED ON THE LETTERHEAD OF FIRM/COMPANY

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**AFFIDAVIT**

I, the undersigned Mr. \_\_\_\_\_ am Proprietor / Partner / Director of  
M/s. \_\_\_\_\_ having its registered office at  
\_\_\_\_\_ & place of business at \_\_\_\_\_.

I am & shall be responsible for financial transactions pertaining to participation of my company into **e-Auction No. E-17-071** being conducted by Kisan Ramchandra Auctioneers Pvt. Ltd; Pune on behalf of Kirloskar Brothers Limited; Kirloskarvadi, Dist. Sangli on **16/08/2017**. So also I shall be solely responsible for all purchase transactions with reference to this Auction & all legal actions / penalty imposed by Kirloskar Brothers Limited; in the event of failure on the part of my company to adhere to terms & conditions declared in **e-Auction No. E-17-071**. All information & declaration at above paras given by me is true & I solely affirm the same.

I am submitting \_\_\_\_\_ as PHOTO IDENTITY PROOF for this Affidavit.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_