
 <p>Under instruction From Alfa Laval (India) Limited Pune-Mumbai Road, Dapodi, Pune - 411012</p>	
 <p>e-Auction organised by Kisan Ramchandra Auctioneers Pvt. Ltd. Deccan Towers, 5-Mezzanine Floor, Poolgate, Pune</p>	
e-Auction on <u>30/10/2017</u> From 11.00 Hrs. Onwards	
<u>Logon: www.krauctioneers.in</u>	
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 www.krauctioneers.in	
Points to Note for Online Auction Material:	
1	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.
2	Interested Bidders will submit their refundable participation fee along with Bidders Agreement duly filled, signed & stamped.
3	e-Auction will be run as per the schedule stipulated in e-Auction catalogue.
4	Bidding is on UOM Basis. Taxes and Duties applicable will be charged extra on the bided rates as mentioned below in the lot details.
5	All bidders are requested to refer to the final catalogue before bidding available on the website www.krauctioneers.in
6	The bidders are required to register their highest bid during extension period to avoid last second's rush in bidding.
7	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 & other Hazardous waste/E-Waste/ Empty Drums/ Barrels/ Tins/ Carboys/ Buckets etc.
8	Contract Validity Period: Auction will be conducted for contract period from 01/11/2017 to 31/01/2018. 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.
9	All terms and conditions as mentioned in this catalogue will be adhered to and honoured by the successful bidders/buyers.
SCHEDULE FOR e-AUCTION	
Venue & Address for Inspection of e-Auction Material	
A) Alfa Laval (India) Ltd. E-7 & 8 M.I.D.C. Satara-415004. B) Alfa Laval (India) Ltd. Gat No. 30 To 33 At Post Sarole Veer Road, Tal. Bhor, Dist. Pune-412205. C) Alfa Laval (India) Limited, Pune-Mumbai Road, Dapodi, Pune-411012. D) Alfa Laval (India) Ltd. Documentation Department, Electronic Sadan, MIDC, Bhosari, Pimpri-Chinchwad, Maharashtra-411026 E) Alfa Laval (India) Ltd. Project Bought out Warehouse, Gat No 483/1&483/3, Post Kuruli, Chakan, Dist-Pune-410501 F) Alfa Laval (India) Ltd , Customer Service Centre Plot No. R.-674, MIDC, Rabale, TTC Industrial Area, Post Ghansoli Navi Mumbai, Dist-Thane- 400 701.	
Kisan Ramchandra Auctioneers Pvt. Ltd. Address	
Kisan Ramchandra Auctioneers Pvt. Ltd. Deccan Towers, 5-Mezzanine Floor, Poolgate, Pune- 411001	
Date & Timing for Inspection	12/10/2017 - Satara, Sarole, Thane 13/10/2017 - Dapodi, Bhosari, Kuruli from 10.00 A.M. to 4.00 P.M.
Last Date for Bidder Registration with Participation Fee & Ownership Photo Identity documents	26/10/2017 up to 5.00 PM Participation Fee should Be submitted By NEFT/RTGS only, DD will not be accepted.
e-Auction Date	30/10/2017 From 11.00 Hrs. Onwards WITH UNLIMITED EXTENSION
KRAPL-Contact Details	
Mr. A. M. Gaikwad	9561070407
Mr. R. B Pardeshi	8600046216
Mr. Vishwas Khirid	9970098603

TERMS & CONDITIONS	
1	SELLER: Alfa Laval (India) Limited, Pune-Mumbai Road, Dapodi, Pune-411012
2	SERVICE PROVIDER: '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 & Immovable properties with no particular interest in any of these categories being sold on behalf of the Seller.
3	BIDDER: Any genuine party participating in e-Auctions with fulfillment of all terms and conditions in all respects. A) Submission of Photo Identity of the Owner / Proprietor / Partner / Director of the Firm: Every Bidder must submit the following documents: i) Photo Identity of the Owner / Proprietor / Partner / Director AND. 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)
4	BUYER: The successful bidder in whose name the Seller / Service Provider would issue Disposal Order for purchase & liftment of allotted items / lots as per Rules & Regulations of the Seller.
5	AUCTION MATERIAL: 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 Alfa Laval (India) Limited for which e-Auction would be conducted as per schedule declared & mentioned elsewhere.
6	SCOPE FOR PARTICIPATION: The bidder should complete Registration procedure in all respects to qualify to participate into e-Auction. The Bidder on successful registration would be allotted 'password' & 'Login ID' by the service provider enabling him to participate into e-Auction. Firms/ individuals blacklisted or debarred by the Seller will not be allowed to participate into e-Auction.
7	BID: 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.
8	E-AUCTION VENUE: The venue of e-Auction will be KRAPL's website www.krauctioneers.in 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.
9	Representation: Owning the responsibility for all written and / or verbal communications and documentations:
A.	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.
B.	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 Alfa Laval (India) Limited reserves the right to disallow and debar such bidder if found to be defaulter. In such manner for which Alfa Laval (India) Limited is not bound in any manner to give verbal or written communication and / or be responsible for proving this point in any manner.
C.	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 Alfa Laval (India) Limited can ask verbal and / or written explanation and reasons from the bidder / the successful buyer in this regard.
10	PARTICIPATION FEE: 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: <u>A/c Name: Kisan Ramchandra Auctioneers Pvt. Ltd.</u> <u>Bank Name: Bank of Baroda, Pune Camp Branch, Pune</u> <u>A/c Type: Current A/c</u> <u>A/c No.: 04490200001037</u> <u>IFSC Code: BARB0POOCAM (Fifth corrector 0=Zero)</u> 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 & 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.
11	STATUTORY PAYMENTS: The Buyer would be required to pay all Taxes, Levies & Duties including TCS as applicable & mentioned in e-Auction Catalogue at the time of making balance payment. Any change in the same would be applicable as per Government regulations.
12	PAYMENT TERMS:
A.	Mode of Payment: All payments are to be made strictly by RTGS only to Alfa Laval (India) Limited.
B.	Participation Fee: The bidder is required to pay participation fee as declared for corresponding lot/s mentioned in e-Auction Catalogue & the same would remain with the Seller/ KRAPL upto seven working days from the date of e-Auction & would not attract any interest.

C.	<p>Earnest Money Deposit (EMD):</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 25% EMD amount on accepted bid value.</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 Alfa Laval (India) Limited, his participation fee for one or all lots submitted would be forfeited and Alfa Laval (India) 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> <p>* (6) Party has to collect the turning scrap (Lot No. 29, 30, 31, 32 & 34 @ Dapodi) along with container. After unloading of scrap at his premises party should return empty container to Pune factory. Party should not take more than 3 days for returning the empty container to Pune factory. In addition to EMD of 10%, party has to pay additional Rs. 1 Lac as security deposit for container.</p>
D.	<p>Payment prior to liftment: 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 Alfa Laval (India) Limited by RTGS/NEFT only.</p>
E.	<p>Forfeiture of EMD: Earnest Money Deposit Amount paid by the successful buyer for one or more lots would be forfeited by Alfa Laval (India) Limited for one or all reasons mentioned below.</p>
i)	Failure to arrange requisite payment by NEFT / 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 Alfa Laval (India) 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 Alfa Laval (India) 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 Alfa Laval (India) 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 Alfa Laval (India) 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 Alfa Laval (India) Limited and / or Kisan Ramchandra Auctioneers Pvt. Ltd. to be sufficient and convincing without giving any explanations or reasons to the buyer.
F	<p>Refund of EMD: Immediately after expiry of the contract the buyer should forward their statement of accounts to seller Accounts Department. The EMD will e 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 Alfa Laval (India) Limited. The EMD will be returned after successful completion of the contract through cheque in the name of registered bidder and should not be adjusted against material lifting payment in any circumstances.</p>
13	INSPECTION OF AUCTION MATERIAL AT SITE:
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 Alfa Laval (India) Limited for entering the premises of site & inspection of Auction material. Alfa Laval (India) 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.	Alfa Laval (India) 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. Alfa Laval (India) 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	PARTICIPATION & PROCEDURE FOR e-AUCTION:
A.	Alfa Laval (India) 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- www.krauctioneers.in
C.	Allotment of Password: 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 end request for any help.

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G.	Validity: The bidders must keep their bids valid for a period of (10) ten working days from the date of e-Auction.
H.	Time Extension: 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.	Increment in Bid: To make an increment in bid, the bidder should pre-fix the same with Plus (+) sign.
J.	Reference Time: For all reasons & purposes clock time displayed on the screen would be treated as "Reference time".
	GENERAL:
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	DELIVERY:
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> <ul style="list-style-type: none"> i) Driver Must keep Valid Driving License & PUC Certificate in Original. 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. iii) Driver must keep Photostat Copies of Valid Insurance Certificate, Vehicle Registration Certificate / RC Book / Smart Card. iv) If the vehicle is older than 15 years then FIT Certificate by RTO. <p>2) Vehicles are also not allowed to enter company premises under following circumstances:</p> <ul style="list-style-type: none"> 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). ii) If the driver is drunk or suspected of consuming Alcohol. iii) If the driver is demonstrating abnormal behavior. iv) If the driver has been "Black Listed" by the ALIL management due to misdemeanor / breach or gross violation of Safety & Security Norms. v) Most Importantly if the driver does not have a valid Invoice for ALIL (For Inbound Logistics Vehicles). <p>3) Lifting of materials will be allowed only between 09:00 A.M. to 03:00 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. The weightment charges will be borne by the buyer only.
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	LIFTING/ CLEARING DELAY: 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.
17	FORCE MAJEURE CLAUSE: A 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 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.
18	ADDITIONAL TERMS AND CONDITIONS: A 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 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.

C.	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
D.	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.
E.	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.
F.	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.
G.	The Buyer's supervisor will supervise day-to-day work of their employees and they will work under their control and supervision.
H.	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.
19	DISPUTES / ARBITRATION :
A.	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.	Disputes between seller & bidder if any shall be within the jurisdiction of Pune Courts only.
C.	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.
20	Termination of Contract:
	Alfa Laval (India) Limited reserves the right to terminate the contract at any time on the following grounds.
A.	Unsatisfactory execution or performance of the contract by the Buyer.
B.	For improper behaviour of the buyer or by his employees/representatives or breach of the terms and conditions of the contract.
C.	Or for the reason, whatsoever, as may deem fit to Alfa Laval (India) Limited for termination of the contract.
D.	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-17-107-ALIL-Material List

***AUTO EXTENSION: In case of those lots where BID is registered during last three minutes, BIDDING for such lots would get extended & 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.**
If any BID is NOT registered during last three minutes bidding for such lots gets automatically closed.

"Successful buyer has to follow "Scrap Disposal Method" of ALIL and submit a "declaration of material used certificate" on letter head after successfully contract ending. Only after submitting a "declaration of material used certificate", the EMD amount will be returned back."

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

E-Auction on 30/10/2017 From 11.00 Hrs. To 12.00 Hrs. with unlimited extension

Material Lying At: Alfa Laval (India) Ltd.

E- 7 & 8 M.I.D.C. Satara-415 004.

Arising Period from 01/11/2017 to 31/01/2018

1	S. S. 316 Punching Scrap	15	MT	Twice in Contract	18%	1%	30,000	10%
2	M S Scrap (Generated from Utility) with Tor Steel, I Bim, Big MS Channel & Other MS Scrap	20	MT	As & When Required	18%	1%	20,000	10%
3	Scrap Wooden Pallet Collars (EMD 25%)	300	No	As & When Required	18%	1%	5,000	25%

Arranged Lots

4	SS 316 Channel plates Scrap	2	MT	Immediate	18%	1%	10,000	25%
5	SS 316 All Types Scrap (Plates End Pices, Pipe & Plates cuts)	1.5	MT	Immediate	18%	1%	7,000	25%
6	SS Turning Scrap	0.5	MT	Immediate	18%	1%	2,000	25%
7	Old Document Paper Scrap (Purchaser should Dispose properly & submit the disposal certificate)	3	MT	Immediate	18%	1%	3,000	25%
8	CUPBOARDS & RACKS	1	No	Immediate	18%	1%	5,000	25%
9	SPRIAL HEAT EXCHANGER consisting SS/MS	14	MT	Immediate	18%	1%	50,000	25%
10	Glass Scrap (Removed from Window)	0.5	MT	Immediate			500	25%
11	Scrap Radiographic (RT) AGFA-D7 Film (Lot Reserved for MPCB/CPCB License Holders Only)	300	Kg	Immediate	18%	1%	5,000	25%
12	Scrap UPS Old Battery (Approx. 34 Nos) (Lot Reserved for MPCB/CPCB License Holders Only)	1	Lot	Immediate	18%	1%	3,000	25%
13	Scrap Tube Light-54 No's, HPSV Lamp-12 No's, 230 LPI Blub-21 No's, 36 watt CFL Blub5 No's & Tube Light Chock 3 No's (Lot Reserved for MPCB/CPCB License Holders Only)	1	Lot	Immediate	18%	1%	2,000	25%

E-17-107-ALIL-Material List

*AUTO EXTENSION: In case of those lots where BID is registered during last three minutes. BIDDING for such lots would get extended & 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. If any BID is NOT registered during last three minutes bidding for such lots gets automatically closed.								
“Successful buyer has to follow “Scrap Disposal Method” of ALIL and submit a “declaration of material used certificate” on letter head after successfully contract ending. Only after submitting a “declaration of material used certificate”, the EMD amount will be returned back.”								
Lot No.	Description	Appr. Qty.	UOM	Frequency of Clearance/ Delivery Schedule	GST %	TCS %	Refundable Participation Fee Rs.	Earnest Money Deposit Amount Rs.
14	Scrap 100 KVAR Panel Asset No:0000011528-1	1	No	Immediate	18%	1%	5,000	25%
15	Scrap 150 KVAR Panel, Copper Bus bar, Battery Charger	1	Lot	Immediate	18%	1%	5,000	25%
16	Scrap Fork Lift Tyres & Crane Tyres	1	Lot	Immediate	18%	1%	2,000	25%
17	Scrap potato Cleaning Machine, Air Grease Machine, window out door unit & Split AC.	1	Lot	Immediate	18%	1%	2,000	25%
Material Lying At: Alfa Laval (India) Ltd.								
Gat No. 30 To 33 At Post Sarole Veer Road, Tal. Bhor, Dist. Pune-412205.								
Arising Period from 01/11/2017 to 31/01/2018								
18	S.S. Melting Scrap (S.S. 316 & S. S. 304 Mix Bends, Tees, Pipes, end Pieces, SS Tube of Air Products etc.)	5	MT	Once in Contract	18%	1%	25,000	10%
19	S.S. Turning Scrap 316 & 304 Mix	15	MT	4-5 Times	18%	1%	75,000	10%
20	Aluminium Scrap	0.5	MT	Once in Contract	18%	1%	2,000	10%
21	Scrap Mixed S.S. Tube, Aluminium Foil & MS (Process Rejection of Air Products)	0.2	MT	Once in Contract	18%	1%	2,000	10%
22	M. S. Scrap (Generated from Repair & Maintenance)	3	MT	Once in Contract	18%	1%	3,000	10%
23	Copper Scrap	0.8	MT	Once in Contract	18%	1%	2,000	10%
Arranged Lots								
24	Scrap Electrical Motors	1	Lot	Immediate	18%	1%	5,000	25%
E-Auction on 30/10/2017 From 15.00 Hrs. To 16.00 Hrs. with unlimited extension								
Material Lying At: Alfa Laval (India) Ltd.								
Mumbai - Pune Road, Dapodi, Pune-12								
Arising Period from 01/11/2017 to 31/01/2018								
25	S. S. Scrap (304 & 316 mix plate/Sheet cuts, Pipes & Pieces, Punching etc in Assorted Sizes)	30	MT	4-5 Times	18%	1%	150,000	10%
26	S.S. Turning Scrap 2205 SS Duplex Stainless Steel in Bailed Condition Special Note: *Party has to collect the turning scrap along with container. See the Condition No. 12-C-(6)	20	MT	7-8 Times	18%	1%	75,000	10%

E-17-107-ALIL-Material List

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“Successful buyer has to follow “Scrap Disposal Method” of ALIL and submit a “declaration of material used certificate” on letter head after successfully contract ending. Only after submitting a “declaration of material used certificate”, the EMD amount will be returned back.”								
Lot No.	Description	Appr. Qty.	UOM	Frequency of Clearance/ Delivery Schedule	GST %	TCS %	Refundable Participation Fee Rs.	Earnest Money Deposit Amount Rs.
27	S.S. Turning Scrap 2205 SS Duplex Stainless Steel in loose condition Special Note: *Party has to collect the turning scrap along with container. See the Condition No. 12-C-(6)	10	MT	7-8 Times	18%	1%	50,000	10%
28	S.S. Turning Scrap 304/316 SS Duplex Stainless Steel in Bailed Condition Special Note: *Party has to collect the turning scrap along with container. See the Condition No. 12-C-(6)	15	MT	As & When Required	18%	1%	75,000	10%
29	S.S. Turning Scrap 304/316 SS Duplex Stainless Steel in loose condition Special Note: *Party has to collect the turning scrap along with container. See the Condition No. 12-C-(6)	10	MT	As & When Required	18%	1%	50,000	10%
30	M. S. Scrap & M. S. Light Scrap (Hardware, Strips, Angles, Misc. Utility Scrap etc.) (On As It is, Where It Is basis)	35	MT	3-4 Times	18%	1%	25,000	10%
31	M. S. Turning Scrap Special Note: *Party has to collect the turning scrap along with container. See the Condition No. 12-C-(6)	15	MT	Once in Contract	18%	1%	15,000	10%
32	Empty Vegetable Oil M.S.Containers (20 Ltrs. Cap.) (EMD 25%)	400	Nos.	As & When Required	18%	1%	1,000	25%
33	C. I. Boring Scrap	15	MT	2-3 Times	18%	1%	15,000	10%
34	Scrap Miscllinious Items such as Rubber, Plastic,Grinding wheel, Grinding mati, Glass,small wire/cable pieces etc. (On As It is, Where It Is basis)	15	MT	2-3 Times	18%	1%	10,000	25%
Arranged Lots								
35	Old/Used BFW Milling Machine Type VF3.5 Asset No. DC2701	1	NO	Immediate	18%	1%	50,000	25%
36	Scrap S Cube make Self Aligning Rotors Set, Each Set consists of Rotors, attached with Motors and Gear Box-01 Nos. and Without Motor and Gear Box 02 Nos. In as it is condition.	3	SET	Immediate	18%	1%	10,000	25%

E-17-107-ALIL-Material List

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Lot No.	Description	Appr. Qty.	UOM	Frequency of Clearance/ Delivery Schedule	GST %	TCS %	Refundable Participation Fee Rs.	Earnest Money Deposit Amount Rs.
37	Scrap Battery Operated Pallet Truck (JOSTS) without battery (On As It is, Where It Is basis)	1	No	Immediate	18%	1%	5,000	25%
38	Scrap Battery Operated Pallet Truck without battery (On As It is, Where It Is basis)	2	No	Immediate	18%	1%	5,000	25%
39	Old/Used Welding machine-1 No, Plasma Cutting-1 No, Small welding Machine-4 Nos, Battery charger-1 Nos (Total-7 Nos)	1	Lot	Immediate	18%	1%	10,000	25%
40	Assorted Electrical Panel (Total: 15 Nos)	1	Lot	Immediate	18%	1%	5,000	25%
41	Scrap Electrical Motors and Pumps with or without Motors (Total: 17 Nos)	1	Lot	Immediate	18%	1%	8,000	25%
42	Scrap SS Forging and Miscilinous SS Scrap	1	MT	Immediate	18%	1%	5,000	25%
43	Old/Used Jay hind Sciaky Spot welding machine Type SAC-50	1	No	Immediate	18%	1%	5,000	25%
44	Old/Used Graco Trolley with Pump	1	No	Immediate	18%	1%	1,000	25%
45	Scrap Various Valves, Gauges and other Miscilinous material etc	1	MT	Immediate	18%	1%	10,000	25%
Material Lying At: Alfa Laval (India) Ltd. Documentation Department, Electronic Sadan, MIDC, Bhosari, Pimpri-Chinchwad, Maharashtra 411026								
Arranged Lots								
46	Used office Furniture consisting Plywood, Revolving Chair, Plastic Chairs, Bed, Cupboard, Sofa set, Mattresses, Teapoy, cane Furniture etc. (On As It is, Where It Is , Area To Be Clean Basis)	1	Lot	Immediate	18%	1%	10,000	25%

E-17-107-ALIL-Material List

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Lot No.	Description	Appr. Qty.	UOM	Frequency of Clearance/ Delivery Schedule	GST %	TCS %	Refundable Participation Fee Rs.	Earnest Money Deposit Amount Rs.
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**Material Lying At: Alfa Laval (India) Ltd.
Project Bought out Warehouse, Gat No 483/1&483/3,
Post Kuruli, Chakan, Dist-Pune-410501**

Arranged Lots

47	Air Conditioner, Storage unit, Aluminium Door, window, Partition, MS Storage racks, Digital Crane scale, Cabin Workstation, Conference table ,Cable Tray , Misc. Material etc. (On As It is, Where It Is , Area To Be Clear Basis)	1	Lot	Immediate	18%	1%	5,000	25%
48	Scrap TMT Bars. Lan cable, Rubber Hose Pipe, MS bends, Butterfly V/V, M.S. Drums, Plastic Drum, MS Pipes, Street Light, Plywood, Misc. Material etc. (On As It is, Where It Is , Area To Be Clear Basis)	1	Lot	Immediate	18%	1%	5,000	25%

**Material Lying At: Alfa Laval (India) Ltd, Customer Service Centre
Plot No. R.-674, MIDC, Rabale, TTC Industrial Area, Post Ghansoli,
Navi Mumbai-400 701, Dist-Thane**

Arranged Lots

49	Scrap Rubber waste	0.2	MT	Immediate	18%	1%	500	25%
50	M. S. & C. I. Scrap (Location: Scrap Yard & Terrace)	7	MT	Immediate	18%	1%	5,000	25%
51	Scrap Electrical waste consisting Electrical scrap cables, Faulty light fittings, Faulty damaged electrical control panel spares. (Lots Reserved for MPCB/CPCB License Holders Only)	1	LOT	Immediate	18%	1%	5,000	25%

Note: The parties interested in all Scrap Lots (Except Hazardous waste Lots) should submit RTGS of Rs.6,00,000/-.

E-17-107-ALIL-Safety Annexure

SAFETY RULES AND REGULATIONS - ANNEXURE

The following clauses relating to safety shall be a part of the procedure, duly acknowledged in writing by the Purchaser.

1. The Purchaser shall be fully responsible for the safety of his workmen / employees; he shall follow all instruction and direction issued from time to time by Health Safety & Environment Department.
2. The Purchaser shall ensure that his workmen / employees are covered under group Accident insurance , Workmen's compensation Policy / Employee death linked insurance/ E.S.I. Schemes. In any case, it shall be the sole responsibility of the Purchaser to pay Accident compensation to his workmen and meet all hospitalization and treatment expenses and shall indemnify Alfa Laval India Ltd. in this regard.
3. Any accident occurring in the factory premises to Purchaser's workmen / employees shall be reported immediately to Company Doctor for treatment and then to Health, Safety and Environment, HR & Administration Departments and Factory Manager. Later Company's Accident report form should be filled within 24 hours of the accident through respective department Head through whom the Purchaser is employed in the Organization.
4. The Purchaser shall provide necessary protective clothing, Safety appliances (PPE) like hand gloves, Ear Phone, Safety shoes, Gumboots, helmets, Safety belt, Safety Goggles and "First Aid" boxes for his workmen for their safety.
5. The Purchaser shall assist the Health, Safety Environment Department, HR & Administration dept. / Factory Manager of Alfa Laval India Ltd in carrying out the investigation of an accident, enquiry and implementation of Safety measures.
6. The Purchaser shall be responsible for complying with all prevailing Statutory Rules/ Regulations in respect of the Health, Safety Environment for his workman / employees, e.g. workmen compensation Act. E.S.I Act., contract Labour Abolition & Regulation Act, Factories Act etc.
7. The Purchaser himself along with is employees shall strictly observe "NO Smoking / No Gutka, & No Tobacco Regulation" Inside the Factory.
8. The Purchaser shall obtain work permit from Health, Safety & Environment Dept. for following activities before taking-up their execution inside the factory premises.
 - 1) All hot work, i.e. welding, gas- cutting, lighting fire for heating bitumen etc.
Flash back arrester and cylinder cap is required for gas cylinder.
 - 2) For working at Height of 3 meters & above. Scaffolding is required for height Exceeding above 3 meters
 - 3) For working on EOT/ Jib cranes.
 - 4) For Demolition and Excavation work.
 - 5) For working inside the confined Spaces.
 - 6) For erecting the scaffolding.
9. The Purchaser shall not roll gas cylinders on the ground / on the road under any circumstances. The Purchaser shall use a suitable trolley for transporting cylinders from one place to another place within the factory premises, as bringing the domestic LPG cylinders for gas cutter / welder is prohibited.
10. In case of failure to observe / comply with above mentioned Safety Clauses, the Purchaser shall be liable to pay penalty for each such act of default to Alfa Laval India Ltd. if number of said Acts of default exceed three during the period of contract, Alfa Laval India Ltd shall be entitled to terminate the contract to debar the Purchaser for entering into business with Alfa Laval India Ltd, If the default is of serious nature, the contract shall be terminated immediately and Alfa Laval India Ltd shall be entitled to claim liquidated damages from the Purchaser.
11. Any electrical connection to hand Tools (Drilling Machine, Grinders, Cutters etc.) should be taken by using appropriate connecting procedure i.e. only by using three Pin Tops Inserting the Bare wire [naked wire] in the Plug Points will be taken as a Serious violation of Safety Norms & If any Purchaser is caught by HSE while doing this, then Equipment will be seized.
12. Taking the welding transformer Connection on your own from any place in the Factory is prohibited. Only Company authorized Electricians will make this connection on receiving your request.
13. Aspect impact and Hazard identification & risk analysis should be studied before the commencement of work.
14. Purchaser should use special type safety belt i.e. with fall back arrestor.
15. Tool Box Talk – On site training of doing the work as per safety rules & regulations. Observing the problems during the execution of work considering health & safety of workmen who are carrying out the activity.

Scrap Disposal method

All vendor to ensure that the scrap material is reused, recycled as per the process mentioned

Sr	Category	Items	Disposal Process	Recycle process
1	Ferrous/ Non-Ferrous	SS Turning	Recycling	Melting
		Scrap MS/CS Mix Material	Recycling	Melting
		MS Excisable Scrap	Recycling	Melting
		Scrap CI-Boaring	Recycling	Melting
		Scrap SS 316L Sheet	Recycling	Melting
		SS Scrap Mixed	Recycling	Melting
		MS Non-Excisable Scrap	Recycling	Melting
		SCRAP- TITANIUM	Recycling	Melting
2	Electrical	Electricals Motors	Recycling	Dismantling of components & use of components
		Scrap Computer parts	IT waste disposal as per e-waste process	IT waste disposal as per e-waste process
		Scrap Batteries	Recycling, disposal as per Hz waste process	Segregation, Recycling, disposal as per Hz waste process
		Scrap Various tubes of Electrical parts	Recycling, disposal as per e-waste process	Segregation, Recycling, disposal as per e-waste process
3	Garbage	Garbage	Recycling	Segregation, Pulping, recycling, landfill
4	Wood	Wooden	Recycling	Reuse for packing
5	Paper	Scrap Raddi Paper	Recycling	Pulping
			Recycling	Pulping
6	Plastic	Plastic paper, sheets, crates, parts	Recycling	Segregation
7	Construction waste	Debris	Recycling	Landfill
8	Garden Waste	Leaves, soil, branches etc	Recycling	Manure
9	Canteen waste	Waste food	Recycling	Manure

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BIDDER PARTICIPATION DETAILS

Name of Firm : _____

RTGS Amt Rs. : _____ UTR No. : _____

Name of Bank : _____ RTGS Dt. : _____

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.

Important Notes:

Note 1: Bidders are required to submit their Participation Fee on Lot / UOM Basis.

Note 2: Bidders are required to give their Permanent Account No.(PAN) & GST Number.

e-Auction on 30/10/2017 From 11.00 Hrs. Onwards

Please select lot/s of your interest & for bidding marking against such lot/s.

TIME - From 11.00 Hrs. To 12.00 Hrs. Onwards			TIME - From 15.00 Hrs. To 16.00 Hrs. Onwards		
R	Lot No.	Participation Fee Rs.	R	Lot No.	Participation Fee Rs.
£	1	30,000	£	25	150,000
£	2	20,000	£	26	75,000
£	3	5,000	£	27	50,000
£	4	10,000	£	28	75,000
£	5	7,000	£	29	50,000
£	6	2,000	£	30	25,000
£	7	3,000	£	31	15,000
£	8	5,000	£	32	1,000
£	9	50,000	£	33	15,000
£	10	500	£	34	10,000
£	11 LOC	5,000	£	35	50,000
£	12 LOC	3,000	£	36	10,000
£	13 LOC	2,000	£	37	5,000
£	14	5,000	£	38	5,000
£	15	5,000	£	39	10,000
£	16	2,000	£	40	5,000
£	17	2,000	£	41	8,000
£	18	25,000	£	42	5,000
£	19	75,000	£	43	5,000
£	20	2,000	£	44	1,000
£	21	2,000	£	45	10,000
£	22	3,000	£	46	10,000
£	23	2,000	£	47	5,000
£	24	5,000	£	48	5,000
			£	49	500
			£	50	5,000
			£	51 LOC	5,000

Note:The parties interested in all Scrap Lots (Except Hazardous waste Lots) should submit RTGS of Rs.6,00,000/-.

"Successful buyer has to follow "Scrap Disposal Method" of ALIL and submit a "declaration of material used certificate" on letter head after successfully contract ending. Only after submitting a "declaration of material used certificate", the EMD amount will be returned back."

BIDDER AGREEMENT

Alfa Laval (India) Limited

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 in the Auction being conducted by KRAPL's KRAuctioneers website for saleable material of "Seller" - Alfa Laval (India) Limited.

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 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: UTR no. _____ dated _____ of the bank _____. (The bidder deposits will carry no interest on it.). The last date for accepting participation fee/ registration is **26/10/2017 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 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 Alfa Laval (India) 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.

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- 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 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.
- 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 Pune Courts only.

Notes:

- 1 The bidders are required to submit Participation Fees/ EMD on lot-wise basis by RTGS only.
- 2 All the Bidders are required to submit their Registration form and Participation Fee/ EMD to Kisan Ramchandra Auctioneers Pvt. Ltd., Deccan Towers, 5-Mezzanine Floor, Poolgate, Pune – 411001, Tel.: 26360356, 26361357 Fax: (020) 26361359, upto 17.00 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.

Agreed & Signed by	
Name	Signature
Name of Firm/ Company	Place & Date
Contact Person & Mobile Number during Online Auction	

Alfa Laval Group Policy

ANTI-BRIBERY & ANTI-CORRUPTION POLICY

Corporate Legal



Issued by
Mikael Wahlgren

Edition No 1

Approved by
Lars Renström/Alfa Laval
Commercial Ethics Council

Date 2015-03-01

1. Introduction and Scope

The Alfa Laval Group has a zero tolerance to Bribery and Corruption. Behaving responsibly and in compliance with this Anti-Bribery and Anti-Corruption Policy (the "ABAC Policy") is an absolute must for all entities within the Alfa Laval Group (i.e. Alfa Laval AB and its subsidiaries and affiliates). Consequently every employee of the Alfa Laval Group must comply with applicable bribery and corruption laws and regulations as well as with this ABAC Policy.

Bribery and corruption undermine legitimate business activities, distort competition, damage reputation and expose companies and individuals to risk. This ABAC Policy assigns responsibility, authority, and accountability for handling these matters within the organization.

This ABAC Policy is an extension of the Alfa Laval Business Principles (the "Business Principles"). Where any applicable laws or regulations conflict with the ABAC Policy or Business Principles, the more stringent measure prevails.

2. Purpose and definitions

The purpose of this ABAC Policy is to provide background, Group rules as well as a basis for compliance with applicable legislation connected to bribery and corruption. This ABAC Policy is to ensure that proper and adequate procedures against bribes and corruption are adhered to within the Alfa Laval Group providing clear responsibilities for preventing, detecting, investigating and reporting detected or suspected bribery or corruption activities. This ABAC Policy will give employees on all levels prerequisites to act in line with ABAC Policy's rules regarding ABAC actions. For further details on how to act within each area, you will find references in this Policy to directives and guidelines where applicable.

Apart from the above definitions the following definitions apply:

"ABAC" means Anti-Bribery and/or Anti-Corruption.

"ABAC Clause" refers to the standard anti-bribery and anti-corruption clause that is to be found on the Anti-Bribery and Anti-corruption Site on Share (<http://share.alfalaval.org/processes/antibriberyanticorruption/Pages/default.aspx>).

"ABAC Guidelines for Business Partners" refers to the Alfa Laval Group's "Guidelines regarding the Anti-Bribery and Anti-Corruption actions that shall be taken when selecting a new or renewing an appointment of an Agent, Distributor or other Business Partners.

"Business Partners" refers to agents, distributors, intermediaries, consultants, advisors, joint venture partners and other business partners.

"Bribery" means the offering, promising or giving, as well as demanding or accepting, of any undue advantage in order to obtain, retain or direct business or to secure any other improper advantage in the conduct of business. This applies whether it is directly or indirectly, to or from (i) a public official (ii) a political candidate, party or party official; or (iii) any private sector employee (including a person who directs or works for a private sector enterprise in any capacity).

“Corruption” means the “giving or obtaining of advantage through means which are illegitimate, immoral, and/or inconsistent with one's duty or the rights of others.” Corruption includes fraud, bribery, bid rigging, facilitation payments and trading in influence. Alfa Laval may also be held liable for bribery or any other corruptive acts by third parties contracted by any entity within the Alfa Laval Group, or in other situations where the Alfa Laval Group is assumed to benefit from Bribery or corruptive acts by third parties

3. How to act

a) Gifts, entertainment and social events in general

Customary gifts, entertainments and social events of limited nominal value are allowed if they are reasonable, proportionate and made in good faith and in compliance with our corporate policies, directives and guidelines. However, no gift or favour, regardless of its value, may ever be given or received if it could cause a risk of influencing a decision, or being regarded as an exchange for favourable treatment.

Favours can also include meals and entertainment. A gift or favour should never appear as inappropriate.

No employee will face any adverse consequences for refusing to pay bribes, even if it means a loss of business.

i. Receiving gifts, hospitality and expenses

Any employee of the Alfa Laval Group must not, directly or indirectly, accept gifts except for gifts that are reasonable, proportionate and made in good faith or promotional items of minimal value. Always return inappropriate gifts with a polite note explaining the Alfa Laval Group's policy. The exception being that gifts or favours from business partners may be accepted in situations where it would clearly give offence to refuse, in which case the gift must be handed over to the responsible Managing Director/General Manager and will be regarded as company property.

Never ask for a gift or favour from an individual or organisation that does business with Alfa Laval, or is actively seeking to do business with the Alfa Laval Group.

The above principles also apply in the reverse direction, so that no one acting on behalf of the Alfa Laval Group may, in their dealings with customers, suppliers and other parties, offer or agree to pay for gifts, hospitality or other expenses that would violate this ABAC Policy.

For more detailed information about gifts and favours please also see, if available, the local guideline regarding gifts, favours and other hospitality or discuss this with the responsible Managing Director/General Manager.

ii. Entertainment and Social Events

Socialising with suppliers, dealers, and other business contacts can be helpful in cultivating a good working relationship, but it is not acceptable when the entertainment or event is being used to inappropriately influence a decision or gain an unfair advantage.

Each employee within the Alfa Laval Group must exercise good judgement in choosing entertainment and events that do not jeopardise the integrity, the reputation or interests of the Alfa Laval Group, its employees, suppliers or customers. Social events with suppliers, dealers, and other business contacts must be reasonable, appropriate and have a legitimate business purpose. Travel, accommodation and other expenses for an Alfa Laval Group employee in connection with such hospitality, entertainment or social event must always be paid by the concerned entity within the Alfa Laval Group.

For more detailed information about entertainment and events please also see, if available, the local guideline regarding gifts, favours and other hospitality or discuss this with the responsible Managing Director/General Manager.

b) Sponsoring and Charity

Never sponsor or donate to organisations, associations or purposes where there is a risk that the contribution may be seen as a form of Bribery. We must ensure that no charitable contribution or sponsorship is used as a disguise for Bribery.

Any charitable contribution and sponsorship shall follow the requirements set forth in the Business Principles and be approved by the Head of Corporate Communication if it exceeds 2000 EUR in value.

c) Anti-Bribery and Anti-Corruption compliance by our Business Partners

The Business Partners who provide services to any entity within the Alfa Laval Group are expected to operate with integrity. The Business Partner must refrain from paying or receiving any bribes, facilitation payments or kickbacks on behalf of the concerned entity within the Alfa Laval Group, or as part of their business.

The concerned senior management within the Alfa Laval Group shall take reasonable measures to ensure that payment made to any Business Partner represents no more than an appropriate remuneration for legitimate services rendered by such Business Partner and shall also take reasonable measures to ensure that that no part of any such payment is passed on by the Business Partner as a Bribe or other Corruption.

Before entering into any relationship with any Business Partner, due diligence should be performed to ascertain any potential Corruption risks. Due diligence should also be conducted on potential target entities in connection with mergers and acquisitions involving the Alfa Laval Group. The level of due diligence required depends on the potential risk, such as where business is being carried out in an area with a history of Corruption.

All contracts between any Alfa Laval Group entity and a Business Partner must contain our ABAC Clause. No Alfa Laval Group entity should enter into any business relationship with a Business Partner who refuses to accept our ABAC Clause in an agreement.

For more detailed information about the ABAC actions that shall be taken when selecting a new or renewing an appointment of a Business Partner please also see ABAC Guidelines for Business Partners.

d) Governments Official and Third Parties

It is never appropriate to give anything of value to a government official in order to obtain or retain business, or to gain preferential treatment.

The use of third parties for paying bribes or other corrupt payments is strictly forbidden. Such third parties may appear as agents, suppliers, business consultants or in the form of sponsorships or charity. This practice is indirect Bribery and prohibited within the Alfa Laval Group and by law.

4. Enforcement of the Policy

a) Manager's role

Each segment manager, company manager or other unit manager is responsible for the detection and prevention of Bribery or Corruption and other irregularities within his/her segment/company/unit. This responsibility requires an organizational culture that is resistant to Bribery and Corruption, through an effective internal control system, based on policies, training and awareness programs etc. as well as acting as a role model.

b) Internal Control and records

Many serious global bribery and corruption cases involve inaccurate record-keeping. To prevent this, international ABAC laws generally require detailed and accurate accounting records for transactions. This is the responsibility of the Managing Director/General Manager that is in charge of the concerned Alfa Laval entity.

The Alfa Laval Group Management is responsible for initiating and supervising any investigation of suspected corruptive acts as defined in this ABAC Policy. The concerned Group Management member will coordinate all investigations with management, appropriate Group functions and other affected areas, both internal and external. It is standard Alfa Laval policy to prosecute or refer the investigation results to the appropriate law enforcement and/or regulatory agencies. Any exception to this ABAC Policy requires prior decision by the CEO. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer must be directed to the concerned Group Management member or the Group General Counsel.

c) Reporting

Any Bribery or Corruption that is detected or suspected must be reported immediately. Behaviour or actions that go against this ABAC Policy shall be reported to the immediate manager. If the employee, for some reason cannot confide in him or her, the next step in taking it to the higher level would be to take it to the manager's manager and then to the concerned member of the Group Management.

Alternatively you can report an issue to either the Head of Internal Audit, the Group General Counsel or by using the Alfa Laval Whistleblower function. Alfa Laval will ensure that there are no adverse work-related consequences for any employee who, in good faith, alerts management to possible violations of this ABAC Policy.

During the course of the investigation regarding a violation of this ABAC Policy, investigation results must be treated as confidential and not be disclosed or discussed with anyone other than those who have a legitimate need to know.

5. Guidance and Assistance

As part of the global compliance program, any employees that are involved in doing business with a third party are expected to do the ABAC e-learning training as well as participating in any other regular internal ABAC compliance training.

If there are any questions regarding these specific areas, contact a member of the Group Legal Organization for guidance.