



Under Instructions of  
**Bharat Bijlee Limited**  
 No. 2, M.I.D.C Thane–Belapur Road,  
 Airoli, Navi Mumbai– 400708 India

**Kisan Ramchandra**  
**KR** AUCTIONEERS PVT. LTD.  
 TEL (O) : 26360356, 26361357 FAX : (020) 26361359 GRAMS : 'AUCTIONEER'  
 E-mail : krapl@pn2.vsnl.net.in Website : www.krauctioneers.in

**E-AUCTION ON 19/03/2018 AT 11.00 HRS. ONWARDS**

[Logon: www.krauctioneers.in](http://www.krauctioneers.in)

Will administer the sale of Arising/ Arranged Scrap & Machinery/ Equipments, on an "As Is Where Is" basis wet, dry or rusty condition no segregation is allowed. Auction will be on the Internet.

**Points to Note for e-Auctionable Material:**

1	Interested Bidders will have to submit their refundable participation fee along with Bidders Agreement dully filled, signed & stamped
2	E-Auction will run as per the schedule given on the material list.
3	Bidding is on UOM Basis. All applicable government Taxes will be charged extra at actuals on the day & during the generation of dispatch documents on the bided & BBL accepted rates as mentioned below in the lot details.
4	Contract Validity Period: e-Auction will be conducted for contract period from <b>01/04/2018 to 30/09/2018</b>
5	All bidders are requested to refer to the final catalogue before bidding available on our website site <a href="http://www.krauctioneers.in">www.krauctioneers.in</a> before the e-Auction.
6	<b>The contract is basically for specific period and not for quantity.</b> The quantity mentioned here below are approximate. It may increase or decrease depending upon production. All terms and conditions as mentioned in this catalogue will be adhered to and honoured by the winning buyers.
7	<b>The bidders are required to register their highest bid during extension period to avoid last seconds rush in bidding.</b>

**Inspection and Contact Particulars :**

**SCHEDULE FOR E-AUCTION**

BHARAT BIJLEE LIMITED- ADDRESS	Name of contct person	Inspection Schedule
<b>Bharat Bijlee Limited,</b> No. 2, M.I.D.C Thane – Belapur Road, Airoli, Navi Mumbai – 400708 India	Mr. S. G. Alim Mr. Deepak Tatkare	<b>09/03/2018</b> Time: 10:00 a.m. to 04:00 p.m.
KRAuctioneers- ADDRESS	Contact Nos.	Participation Fee Submission Date
Head Office <b>Kisan Ramchandra Auctioneers Pvt. Ltd.</b> Deccan Towers, 5-Mezzanine Floor, Poolgate, Pune- 1	9561063813 9561063811	<b>16/03/2018</b> <b>on or before 17:00 Hrs.</b> <b>(Participation Fee should Be submitted By RTGS only to KRAPL, DD will not be accepted)</b>
Telephone Nos.	Website/ e-mail	E-Auction Schedule
020-26360356, 26361357 Fax - 26361359	<a href="http://www.krauctioneers.in">www.krauctioneers.in</a> <a href="mailto:support@krauctioneers.com">support@krauctioneers.com</a>	<b>19/03/2018</b> <b>at 11:00 -12:00 Hrs (Motor)</b> <b>and 03:00-04:00 (Transformer)</b>
<b>Bangalore Branch:</b>	Kisan Ramchandra Auctioneers Pvt. Ltd. 26/89, 2nd Cross, Ayappa Garden, Adugodi Post Bangalore- 560030	

	<b>Payment Terms :</b>
1	<p><b>A) Payment Method for Refundable 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:  <b>A/c Name: Kisan Ramchandra Auctioneers Pvt. Ltd.</b>  <b>Bank Name: Bank of Baroda, Pune Camp Branch, Pune</b>  <b>A/c Type: Current A/c</b>  <b>A/c No.: 04490200001037</b>  <b>IFSC Code: BARBOPOOCAM (Fifth corrector 0=Zero)</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> <p><b>B) Payment Method for Delivery Purpose:</b> Payment is to be made by Pay Order/ Demand Draft in the name of "Bharat Bijlee Limited" OR 'RTGS FUND TRANSFER' facility is also acceptable.</p>
2	Bid Validity: 30 working days from the last date of the e-Auction as mentioned above. During this period, the Deposit of all the bidders shall be retained and returned after full payment of EMD by the winning bidders is made (Refunds without interest, will be initiated against application in writing on their own letter heads.)
3	If successful bidder failed to deposit the required EMD within the stipulated time (within 3-5 working days from the date of sale order / lot confirmation through email / sms) then the participation fee paid at the time of registration will be forfeited and "NO COMPLAINTS" in this regards will be entertained.
4	<b>EMD Should be 10% of the Bid value. If the Bid value is less than Rs. 1 Lakh, the EMD 25% will be paid and / or as mentioned in the material list within 3-5 working days from the date of acceptance.</b>
5	Re-Sale will not be recognized and Release Order will be made out in the name of actual Successful Bidder only. The scrap purchase agreement is being awarded on principal to principal basis and the buyer is not an agent of the company. "Under any circumstances contracted rate will not be revised downward".
6	Refund of EMD: Immediately after expiry of the contract the buyer should forward their statement of accounts to sellers Accounts Department. The EMD will be refunded (without any interest) to the buyer after they have cleared all the scrap material in accordance with the terms of the material purchase agreement. The same should be confirmed by Material disposal officer of Bharat Bijlee Limited. The decision to adjust EMD towards any payment under the Material purchase agreement will be solely at the discretion of the Seller.
	<b>TERMS &amp; CONDITIONS</b>
<b>1)</b>	<b>INSPECTION / EXAMINATION OF MATERIAL AT SITE:</b>
A.	The material shall be sold on "AS IS WHERE IS" basis. No complaints whatsoever will be entertained after the bid is made. The bidder is deemed to have inspected, examined reasonably and satisfied himself as to all matters regarding condition, type, quality, quantity generated as well as opening stock quantity of the material. No question or claim whatsoever in this respect shall be entertained after submission of the bid. <b>The seller will not be in any manner responsible for any damage/deterioration of the material as the saleable material is kept in the "Loading/Unloading" in open space.</b> The Seller shall not be in any manner liable whatsoever for the performance of the material.
B.	The number, quantity or tonnage, the nature of material and time of Auction etc., given in the catalogue or Auction bidding screen are only indicative approximate quantities. The material will be sold on prorata basis without any regard or consideration to this and no warrantee shall be implied.
C.	Bharat Bijlee Limited / Kisan Ramchandra Auctioneers Pvt. Ltd., shall be under no obligation to put up the lots singly or serially or in any particular manner and they reserve the right to withdraw any lots at any time during the period of Auction without assigning any reason thereof. Bharat Bijlee Limited/ Kisan Ramchandra Auctioneers Pvt. Ltd., may refuse to accept any bid from any person/ persons without assigning any reason for such refusal.
D.	Decision of BBL/ KRAPL of accepting/ holding/ rejecting of any bid will be final and binding on the bidder. No correspondence/ representation will be entertained.
<b>2)</b>	<b>TAXES AND DUTIES.</b>
A.	Govt. levies as on date (All Taxes) as applicable will be charged extra on the bided rates.

B.	The winning bidder will be liable to provide forms as applicable for concessional Sales Tax while lifting the material. Failing which the seller shall charge Full Sales Tax as per prevailing rates which will be extra & to be borne by the Buyer.
C.	All Taxes like GST, <b>TDS/TCS</b> and any other taxes, whether payable to the Central Government or to the State Government or to the Municipal, Local or other authorities shall be deposited by the buyer with the Seller along with the purchase money as part of the payment. Any revision in Government levies and any other taxes, during the validity of the scrap purchase agreement, will be strictly debited to buyer's account.
D.	The buyer should furnish copies of his Aadhar Card, GST Registration Certificate, Excise Registration, PAN, incase required by the seller.
E.	Any of the following defaults, where seller's plants personnel's decision will be final and binding, will be liable for termination of scrap purchase agreement and forfeiture of interest free EMDs. 1 - Late arrival of Trucks, frequently, Non deployment of trucks etc. 2 - Unsatisfactory/ non - clearance of awarded scrap (If the scrap is not cleared for consecutive 3 days, the same will be treated as unsatisfactory performance.) 3 - Removal of items other than covered by scrap purchase agreement. 4 - In case of any default the Seller has the right to adjust the Interest free EMD against any other head for which such EMD was given. 5 - Any other misconduct / default leading to loss of the seller
F.	Re-Sale will not be recognized and Release Order will be made out in the name of actual Successful Bidder only.
G.	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.
H.	Buyer will strictly follow the Guidelines for transportation of Hazardous Waste as stipulated by CPCB and SPCB.
I.	Any short falls/deviation noticed by the seller on the above points (A to D) will be viewed seriously to an extent of termination of contract and forfeiting the deposits.
<b>3)</b>	<b>LIFTING RULES, NORMS AND DELIVERY OF MATERIAL:</b>
	<b>Lifting to be by placing vehicles for clearing the Bins regularly and not towards the end of contract for smaller lots.</b>
A.	The Lifting should be only from One Pickup Point. The scattered Scrap in the Scrap Yard will have to be collected by the bidder occasionally and brought at the single Pickup Point. (For Lot No. 1.1 & 2.3 Only)
B.	The buyer will make his own arrangement for lifting and transportation of material from the seller's premises. However, the seller will only guide in loading and weighing (if on weight basis) of material. Buyer will not be entitled to claim any further facility or assistance in this regard. The material sold on weight basis will be weighed on seller's or authorized weighbridge in the presence of seller's representative. The weights recorded on the weighbridge will be final and binding on both parties. No complaints as regards the shortage in the weight will be entertained later. The sale of Arising Scrap is on an " <b>As Is Where Is</b> " basis wet, dry or rusty condition, no segregation is allowed.
C.	It is the responsibility of the buyer to keep track of the material generated and ensure timely lifting of all allocated material and also area cleared by each weekend. Buyer shall increase the frequency of lifting if he observes an increase in the generation. Numbers, Quantities or Tonnage, the nature of material mentioned are mere approximations and the materials will be sold without any regard or consideration to these Numbers/ Tonnage or nature of material and no warranty or guarantee shall be implied. The quantity arising may vary considerably, that is, there may be much more or less than the approximation indicated. The buyer will have to lift the entire quantity of scrap actually generated during the period of contract as per the schedule given from time to time verbally/written.
D.	Loading plans should be intimated to Security and Excise Department one day in advance by the buyer.
E.	The material and the truck/vehicle will be subject to random security check by the seller for which the buyer will fully co-operate (i.e. Unloading and loading of loaded vehicle for the random check at their own cost).
F.	Buyers are required to lift the scrap against full payments (inclusive of all govt. levies) in advance. The official payment receipt will have to be presented by the buyer to Seller's Accounts in charge who will authorize clearance of suitable quantity. In case of shortfall in the amount, for whatever reason, the Seller, at its discretion can detain/offload the truck till such shortfall is made. Any payments by Cash will not be accepted.
G.	If the Buyer 1 fails to lift the material under the contract within stipulated time, disposal action will be taken by BBL and contract will be awarded to Buyer 2 at the risk and cost of the Buyer 1.

H.	In the event of failure of the purchaser to adhere to the lifting schedules or to the lifting intimations as mentioned herein above, a ground rent of Rs.1,000/- per day per lot shall be recovered from the security deposit. If the purchaser fails to remove the material & clear the site within 7 (seven) days, Bharat Bijlee Ltd, shall be entitled to forfeit the security deposit cancel the contract and claim such further losses & damages that may be caused to Bharat Bijlee Ltd by such breach.
I.	The buyer is not entitled to choose or pick any particular material from the lot. He has to lift the entire material as available in the lot and as per the directions of the seller.
J.	The buyer is not allowed to lift any material other than the material described in the Lot even if such material is found in the storage yard at the time of taking delivery, the material other than described in the lot but found at the site belongs to the seller should not be lifted. In case, any successful buyer is found collecting material belonging to the other seller willfully, severe action may be instituted against such buyer by the seller. This may include even lodging of Police Complaint. The buyer has also to remove any material not belonging to him but found in his lot and the same should be brought to the notice of the seller.
K.	The material loading and delivery will be effected during working days and as per timings specified by the seller at each locations. (No lifting on holidays and Weekly offs): <b>Material Location Thane: 9:00 AM (arrival) to 03:00 PM</b> Buyer's trucks must arrive at plants on or before the above arrival timings sharp, so that necessary arrangements can be made. A grace time may be allowed entirely at the discretion of scrap disposal officer. Trucks reporting after arrival timing will be returned back. Loading of the truck should be completed before the above timings. If for any reason the loading is delayed beyond the time, subject to the discretion of the Material disposal officer, penalty will be charged per truck per day for extra efforts / overtime that would be incurred by us. Further, buyer will ensure that while weighing the truck at weighbridge, anything (Filled water cans, Filled tyre tubes, person sitting inside etc) which would add to the weight of the truck should be avoided failing which penalty as decided by Material disposal officer would be charged.
L.	Accounts for the material cleared by the buyer shall be submitted by them to the Seller's Plant Accounts, to whom they shall be required to hand over the receipt of material cleared, whenever these are demanded.
M.	Segregation / sorting of material will not be allowed within seller's premises. Material will have to be lifted / loaded as available.
N.	The seller shall unconditionally be entitled to retain any material required for our own use and the discretion and advice of the Plant Managers would be final as to what constitutes the scrap for collection at any time after the Auction or during the Contract Period.
<b>4)</b>	<b>FORFEITURE/ PENALTY:</b>
A.	<b>EMD DELAY:</b> In case of delay in making the payment penalty at the rate of 0.2% per day (prorata) of the material value will be charged. On further delay beyond 1 week (plus extension granted if any by the seller in special cases), the bidders deposit will stand forfeited. In such a case the bidder will be declared as backed out and the seller may offer the contract to the 2nd highest bidder.
B.	<b>LIFTING/ CLEARING DELAY:</b> Should the buyer fail to deploy the vehicles and clear the scrap as per frequency / schedule / timings informed in the scrap purchase agreement OR given from time to time verbally/written, buyer is liable to pay a penalty of Rs. 1000/- per vehicle per day delay for each day of delay from the first day of beginning of default. The penalty amount will be recovered from the deposit with the Seller including EMD. <b>Also in addition The Seller is free to claim such further losses , damages and / or ground rent of minimum Rs.1000/- per day upto maximum of Rs. 5000/- will be charged to the buyer in case of unnecessary delay in lifting of accumulated scrap material from site and caused by the bidder for failure to lift the material.</b>
C.	In the event of the buyer committing any breach of the terms and conditions and the buyer fails to satisfactorily execute the scrap purchase agreement, the seller reserve the right to terminate the scrap purchase agreement and forfeit part / full earnest money deposit.
D.	<b>Forfeiture of EMD &amp; Cancellation of Lot/s:</b> If the successful Buyer fails to make balance/requisite payment to the seller within stipulated date, Earnest Money Deposit amount paid by him would be forfeited by the Seller without giving any intimation or explanation. In addition Earnest Money Deposit Amount paid by the successful buyer for one or more lots would be forfeited by BBL for one or all reasons mentioned below.
D1	Failure to arrange requisite material payment by Demand Draft / RTGS and / or deputation of vehicle for lifting accumulated scrap material well in time and / or false promises made verbally and / or in writing.
D2	Irresponsible or irregular liftment of allotted lot/s material. Also If buyer fails to make presence at seller BBL and / or KRAPL office for required discussions to understand buyer failure in timely lifting of allotted lot material even after issue of max. 2- 3 reminders.

D3	Providing incorrect, insufficient data / details about buyers/s identity, physical traceability of location of business or office, statutory details, forged documents and / or misleading BBL 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 BBL and / or Kisan Ramchandra Auctioneers Pvt. Ltd.
D4	Arrogant and improper behavior.
D5	Involving with or without intention directly or indirectly antisocial elements and / or any other bidder blacklisted by BBL and / or Kisan Ramchandra Auctioneers Pvt. Ltd. at any stage right from participation in to e-Auction up to and through execution of disposal order if any.
D6	Creating threats or threatful atmosphere which will damage or harm representatives of BBL and / or Kisan Ramchandra Auctioneers Pvt. Ltd. in any manner of what so ever nature.
D7	Any other reasons which can be considered by BBL and / or Kisan Ramchandra Auctioneers Pvt. Ltd. to be sufficient and convincing without giving any explanations or reasons to the buyer.
<b>5)</b>	<b>FORCE MAJEURE CLAUSE</b>
A.	Seller shall not be liable for non-performance of any contract either wholly or in part nor for any delay in performance resulting due to cases beyond seller's control including fire, strikes, lock-out, closure, dispute with workmen, uncertain and unstable labour situation, war, riots, civil commotion, pestilence, epidemic, floods, accidents, damage or requirements of Government force or any circumstances. Should seller so determine shall be entitled at any time without notice to the buyer to cancel any contract, the performance of which is likely to be delayed by any of the cause aforesaid and in such cases, the buyer shall have no claim upon the seller of any kind, The provision of this paragraph shall not be limited or abrogated by any other terms of the contract whether printed or written nor will be provision of this clause abrogate or limit the effect of any other clause mentioned in these terms and conditions.
B.	In case any buyer purchases a lot and after making full or part payment removes part of the Lot and fails to remove the balance lot then, after the stipulated time is over (including the extension granted if any), the lot will be treated as abandoned and whatsoever money is paid for the lot will be forfeited along with the EMD etc. and the balance lot will be disposed off by Seller as it deems fit.
<b>6)</b>	<b>ADDITIONAL TERMS AND CONDITIONS</b>
A.	The workmen employed by the buyer will be working under the buyer control and supervision and the buyer will be solely responsible for their wages, salaries, bonus, leave salary, wages for holidays, or any other allowance or pay etc., and all related statutory dues shall be paid by the buyer. The buyer shall maintain all such documents and records, which are statutorily required. The seller shall be in no way responsible or liable for lapses on above account. In case the seller is required to make any payment as per statutory requirement on the above account the same will be recovered from buyer's account.
B.	The buyer shall have their own ESI & PF code numbers and the buyer will have to cover their employees working in the Company for Scrap Loading/ Segregations etc. under ESI/Workmen compensation & PF Schemes.
C.	The buyer shall at all times indemnify and keep indemnified the seller against all claims for compensation under the provisions of any law for the time being in force or brought into force by or in respect of any workmen employed by the buyer in carrying out the contract work and against all cost and expenditure incurred by the seller in connection therewith. The seller shall be entitled to recover such sums paid or payable by way of compensation as aforesaid and cost or expenses in connection with any claim thereto from the buyer's accounts.
D.	The seller will permit the buyer and or their employees to enter the factory premises of the seller for limited purpose of providing the services.
E.	On expiry of this contract, the buyer undertake to leave the premises with all their workmen peacefully and without creating any disturbances. Buyer's workmen shall have no claim of any nature whatsoever against the seller.
F.	The buyer shall comply with all the provisions of the Contract Labour (Regulation & Abolition) Act 1970. the buyer shall issue identity cards and appointment letters to their workmen. Without identity card buyer's workmen will not be allowed to enter the plant.
G.	The buyer shall pay wages to their employees as per the provisions of the Minimum Wages Act 1948. In addition, any rise in special allowance granted by the authority under the Minimum Wages Act, 1948 is to be paid by the buyer from time to time.
H.	In the event buyer's labourers taking lunch in the seller's workers' canteen, the buyer shall have to purchase coupons at the rates fixed for them.
I.	Buyer's supervisor will supervise day-to-day work of their employees and they will work under their control and supervision.

J.	The seller shall recover damages or loss caused to its property arising out of buyer's employee work or owing to any other act or omission on buyer's part and/or buyer's workers and/or supervisor and/or buyer's representatives and that the buyer will undertake to pay the cost to the seller.
<b>7)</b>	<b>GENERAL</b>
A.	The highest Auction bid, if not meeting the reserve price, will be 'subject to the approval'. The Auction administrator of KRAuctioneers and the seller will supervise together the Auction sale and reserve the right to accept or reject such highest bid without declaring any reasons whatsoever. Such decision will be given to the highest bidder within the period mentioned above payment terms. The Seller and KRAuctioneers reserves the right at its discretion to withdraw any lot prior to commencement of Auction without assigning any reasons thereof. The Auctioneer may even refuse to accept any bid from any person, at any time without assigning any reasons for such refusal.
B.	Successful execution of the contract will mean regular clearance of the lot sold from specified location and payment of complete transaction money inclusive of all taxes within specified time frame.
C.	Buyers are warned that any attempt to misuse Gate Pass, Challan authorizing delivery, the decision of the seller regarding satisfactory performance or otherwise will be final and binding on the buyers and such lots in question shall be resold by the seller without any further reference to the buyers.
<b>8)</b>	<b>ABIDANCE BY Seller's RULES AND REGULATIONS, SAFETY AND DISCIPLINE</b>
A.	The buyer, their servants and agents shall be required to abide by all specific general regulations of safety and discipline within the seller's premises. The material will be handled by the buyer, their servants/agents at their own risk and any loss/damage whatsoever to any individual or property in such handling or as a consequence thereof shall be the sole responsibility of the buyer.
<b>A1.</b>	<b>HEALTH &amp; SAFETY:</b> The Buyer/Buyers will be responsible for providing a healthy & safe working environment for their employees during performance of services on BBL's premises. The Buyer/Buyers will protect the health and safety of the Buyer's/Buyer's Employees and BBL's employees and third parties from any danger associated with such performance. As minimum health and safety requirements, the Buyers/Buyers will ensure that services are performed in compliance with BBL's Health and Safety policy and site specific requirements. The Buyers/Buyers will report all accidents, injuries and near misses promptly to BBL safety department. <b>The Buyers/Buyers employees shall have valid Workmen compensation policy with work details in BBL &amp; will essentially supply Safety helmets, Goggles, ID Cards &amp; Safety shoes to workmen.</b>
B.	<b>The Successful Bidder will have to provide their workmen necessary safety aid like Hand-gloves/ Safety Shoes/ Helmet / Uniform etc. &amp; will also observe all safety practices followed at Bharat Bijlee Ltd, works as per BBL policy on safety.</b>
C.	For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel and shall keep the BBL fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc.
D.	The buyer shall take necessary preventive measures for the safety of their workers as well as other persons at the place of work.
E.	While removing materials, 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 of statutory regulations or rules and regulations applicable within BBL's premises, on the part of the Bidder's / his representative or employees resulting in death or injury to any persons or damages to the property of BBL or any third Party then in such an event the Bidder will have to pay compensation to any such person including the employees of Principal for such injury / for damage to person's property of such persons. The Bidder shall in such and event keep the BBL indemnified from any demand, claims or proceedings made.
F.	Buyer is fully responsible for the safe disposal of the scrap material lifted by buyer and that in case of any claim due to loss or injury to any person or violation of any environmental norms, the buyer will indemnify the seller against all such claims.
G.	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.
<b>9)</b>	<b>ARBITRATION AND JURISDICTION</b>
	All disputes and difference arising out of this E-Auction / contract shall be referred to the sole arbitration of seller or his nominee and the award of such arbitrator shall be binding on both the parties. The contract shall be subject to the jurisdiction of Thane/Mumbai Courts.
<b>10)</b>	<b>Termination of Contract:</b>

A.	<i>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 &amp; known act of theft &amp; this would lead to imposition of penalty forfeiture of EMD including legal actions deemed to be fit by the entity.</i>
B.	<i>Termination of Allotment Cum Liftment Order – BBL reserves its right to Terminate Contract / Allotment Cum Liftment Order of the buyer for any known or unknown act and violation of Terms &amp; Conditions mentioned in this E-Auction &amp; Corresponding Allotment Cum Liftment Order leading to BBL's direct or indirect loss whether monetary or non-monetary or any harm reached to the policies and wellbeing of BBL without giving any reasons of whatsoever nature and at any stage during Execution of Allotment Cum Liftment Order. It is further stated that BBL would not be responsible in any way if the buyer has any impact of any nature which may be due to Termination of such Allotment Cum Liftment Order. In summation the buyer would be blacklisted with forfeiture of EMD and Credit Balance if any with penalty imposed on him and would not be allowed to participate in any Tender / Public Auction / E-Auction / Disposal Process organized by Directly or through their Auctioneer namely Kisan Ramchandra Auctioneers Pvt. Ltd.</i>
C.	Seller reserves the right to terminate the contract at any time on the following grounds.
D.	Unsatisfactory execution or performance of the contract by the Buyer.
E.	For improper behavior of the buyer or by his employees/ representatives or breach of the terms and conditions of the contract.
F.	Or for the reason, whatsoever, as may deem fit to BBL for termination of the contract.

## E-18-029-BBL-MATERIAL LIST

Update: 28-02-2018, 17:22

Lot No.	Description	Approx. Qty 10% +/-	UOM	Frequency of Clearance	HSN CODE	GST %	Participation Fee	EMD %
<p><b>*AUTO EXTENSION:</b> 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>If any BID is NOT registered during last three minutes bidding for such lots gets automatically closed. Note: Actual applicable govt tax structure will be charged during the day of physical dispatch of the lot material.</b></p>								
<b>E-Auction on 19/03/2018, TIME: 11:00 TO 12:00 HRS. *</b>								
<b>Scrap Material on Arising Basis From 01/04/2018 to 30/09/2018</b>								
<b>MATERIAL LYING AT MOTOR DIVISION</b>								
<b>WASTE &amp; SCRAP OF IRON</b>								
1-1	Scrap of Cast Iron Borings (The Lifting should be only from One Pickup Point. The scattered Scrap in the Scrap Yard will have to be collected by the bidder occasionally and brought at the single Pickup Point)	30	MT	10 MT Monthly. (weekly 1 suitable vehicle should be deputed)	7204 10 00	18	30,000	10%
1-2	Old/ Used/ Scrapped Cast Iron Items (C.I. Body end, Shield etc.)	40	MT	5 MT Monthly	7204 10 00	18	40,000	
2-3	Scrap of M.S. Turning (The Lifting should be only from One Pickup Point. The scattered Scrap in the Scrap Yard will have to be collected by the bidder occasionally and brought at the single Pickup Point)	55	MT	10 MT Monthly. (weekly 1 suitable vehicle should be deputed)	7204 41 00	18	40,000	
<b>WASTE &amp; SCRAP OF STEEL</b>								
2-5	M.S. Scrap of Used/ Old Items (Angles, Channels, Sheets etc.)	10	MT	As & When Required	7204 49 00	18	10,000	10%
2-6	Used Waste and Scrap Steel Generated from damaged Stampings	15	MT	2 MT Monthly	7204 49 00	18	10,000	
6-2	Old/ Used/ Scrapped Empty Tins, Empty Paint Barrels, Rusted input Packing Materials	10	MT	3 MT Monthly	7204 49 00	18	10,000	
<b>WASTE &amp; SCRAP OF ALUMINIUM</b>								
4-1	Scrap of Aluminium Turning	2	MT	Once in a Contract	7602 00 90	18	10,000	10%
4-5	Scrap of Old/ Used/ Damaged Aluminium Rotors	10	MT	2 MT Monthly	7602 00 90	18	25,000	
4-6	Old/Used/Damaged Aluminium Bodies	5	MT	Twice in a Contract	7602 00 90	18	20,000	
<b>BOUGHT OUT MATERIALS/ COMPONENTS (INPUTS) ON WHICH MODVAT CREDIT IS AVAILED OF</b>								
5-3	Scrap of Rejected/ Damaged/ Old Machines Shaft Pieces	5	MT	Twice in Contract	7204 41 00	18	5,000	10%
5-5	Scrap of Old/Damaged Throwaway Inserts of Carbide Tips (Assorted Sizes) With or Without Hole	5	Kg	Once in a Contract	7204 41 00	18	1,000	
5-4	Scrap of Old/ Used/ damaged Bearings	1	MT	As & When Required	8482 10 12	18	5,000	
<b>BOUGHT OUT MATERIALS/ COMPONENTS ON WHICH NO MODVAT CREDIT IS AVAILED OF UNSERVICEABLE INPUT, PACKING MATERIALS ETC. (EXCISE DUTY NIL)</b>								
8-1	Sweeping From out side consisting of Old/ Used/ Scrapped <b>(EMD 50%)</b> a) PVC Bags/Sheets/Papers b) Strapping MS/PVC c) Corrugated/ Thermocol Boxes (HOUSKEEPING MATERIAL) <b>(Lot Reserved for MPCB valid License Holder Only)</b> . [Successful buyer must depute and ensure One contract person at BBL site on daily basis regularly to segregate and collect the scrap at given place]	40	MT	5 MT Monthly. (weekly 1 suitable vehicle should be deputed)	4707 10 00	5	20,000	50%
6-3	Old/ Used/ Scrapped 20 Ltrs Empty Paint Tin <b>(Lot Reserved for MPCB valid License Holder Only) (EMD 50%)</b>	1000	Nos	200 Nos. monthly	8002 00 90	18	5,000	50%



## E-18-029-BBL-MATERIAL LIST

Update: 28-02-2018, 17:22

Lot No.	Description	Approx. Qty 10% +/-	UOM	Frequency of Clearance	HSN CODE	GST %	Participation Fee	EMD %
6-4	Old/ Used/ Scrapped 209 Ltrs. Barrels <b>(Lot Reserved for MPCB valid License Holder Only)</b>	150	Nos	Thrice in Contract	8002 00 90	18	5,000	25%
7-9	Scrap of Empty Refined Oil Tins 15-18 Ltrs. Good/Damaged condition	800	Nos	Thrice in Contract	8002 00 90	18	5,000	25%
8	Old/ Used/ damaged/ cut end pcs Wood Scrap <b>(EMD 25%)</b> Note: To be shifted and arranged from various stores on daily basis <b>(HOUSKEEPING MATERIAL)</b> <b>[Successful buyer must depute and ensure One contract person at BBL site on daily basis regularly to segregate and collect the scrap at given place]</b>	40	MT	5 MT Monthly. (weekly 1 suitable vehicle should be deputed)	4415 20 00	12	25,000	25%
8 B	Fire Wood Cold Used Ply Wood, Saw Dust, Cut Pcs. Etc. <b>[Successful buyer must depute and ensure One contract person at BBL site on daily basis regularly to segregate and collect the scrap at given place]</b>	12	MT	As & When Required.	4415 20 00	12	5,000	25%
8-3	Old/ Used/ Scrapped Plastic	2	MT	20 Kgs Monthly	3915 90 90	5	2,000	
8-4	Scrap of Carboys plastic 35 Ltrs	100	Nos	20 Nos Monthly	3915 90 90	5	5,000	
9	Scrap of Broken plastic bobbins	1	MT	Thrice in Contract	3915 90 90	5	1,000	
<b>E-Auction on 19/03/2018, TIME: 15:00 TO 16:00 HRS. *</b>								
<b>MATERIAL LYING AT TRANSFORMER DIVISION</b>								
<b>Scrap Material on Arising Basis From 01/04/2018 to 30/09/2018</b>								
2	Empty Wooden Pallet. <b>(EMD@50%)</b>	15	MT	5 MT Monthly. (weekly 1 suitable vehicle should be deputed)	4415 20 00	12	12,000	50%
3	<b>Wooden Scrap</b> [Successful buyer must depute and ensure One contract person at BBL site on daily basis regularly to segregate and collect the scrap at given place] <b>(EMD@50%)</b>	15	MT	10 MT Monthly (weekly 1 suitable vehicle should be deputed)	4415 20 00	12	12,000	50%
4	Sweeping from Outside consisting of a) PVC Bags/ Sheets/ Papers b) Scrap MS Patty c) SCrap Green Plastic Patty <b>(HOUSKEEPING MATERIAL)</b> <b>(Lot Reserved for MPCB valid License Holder Only)</b> [Successful buyer must depute and ensure One contract person at BBL site on daily basis regularly to segregate and collect the scrap at given place] <b>( EMD@50%)</b>	10	MT	2 MT Monthly	3915 90 90	5	30,000	50%
5	Scrap Empty Barrels without Cap. <b>(Lot Reserved for MPCB valid License Holder Only)</b>	20	NOS	As & when required	2710 99 00	18	2,000	7,500
6	Insulation Paper Scrap, Press board Cylinder, Blocks/spacers etc. (Successful buyer must depute and ensure One contract person at BBL site on daily basis regularly to segregate and collect the scrap at given place Compulsory)	5	MT	As & when required	8547 90 90	18	12,500	15,000
7	Empty Plastic Carboys 50 Kgs. Cap. (Successful buyer must depute and ensure One contract person at BBL site on daily basis regularly to segregate and collect the scrap at given place)	50	NOS	Twice in Contract	3915 90 90	18	1,000	4,000

**E-18-029-BBL-MATERIAL LIST**

Lot No.	Description	Approx. Qty 10% +/-	UOM	Frequency of Clearance	HSN CODE	GST %	Participation Fee	EMD %
8-A	Rubber Gasket Scrap (RBC) (Successful buyer must depute and ensure One contract person at BBL site on daily basis regularly to segregate and collect the scrap at given place)	5	MT	As & when required	4501 90 00	12	10,000	15,000
8-B	Rubber Gasket Scrap (NBR) (Successful buyer must depute and ensure One contract person at BBL site on daily basis regularly to segregate and collect the scrap at given place)	3	MT	As & when required	4004 00 00	5	6,000	15,000
9	Scrap Empty Barrels of 209 Ltrs Cap. (Lot Reserved for MPCB valid License Holder Only)	25	NOS	As & when required	2710 99 00	18	3,000	10,000
10	Empty Paint Tins- 20 Ltrs Capacity. (Lot Reserved for MPCB valid License Holder Only)	50	NOS	As & When Required	8002 00 90	18	1,000	1,000
11	Cardboard Boxes	10	MT	As & When Required	4707 10 00	5	10,000	15,000
12	Small Wooden Cut pieces (Successful buyer must depute and ensure One contract person at BBL site on daily basis regularly to segregate and collect the scrap at given place) (EMD@50%)	70	MT	As & When Required. (weekly 1 suitable vehicle should be deputed)	4415 20 00	12	25,000	50%
13	Thinner and Acid Can (Hazardous) (Lot Reserved for MPCB Compulsory License Holder Only)	0.1	MT	As & When Required	3915 90 90	18	500	500
14	4 Ltr. MS Empty Tin Container	0.05	MT	As & When Required	8002 00 90	18	500	500





# Kisan Ramchandra

AUCTIONEERS PVT. LTD.

TEL (O) : 26360356, 26361357 FAX : (020) 26361359 GRAMS : 'AUCTIONEER'  
E-mail : krapl@pn2.vsnl.net.in Website : www.krauctioneers.in

## BIDDER PARTICIPATION DETAILS

Name of Firm : M/s. \_\_\_\_\_

Amt Rs. : \_\_\_\_\_ UTR No. : \_\_\_\_\_

Name of Bank : \_\_\_\_\_ Date: : \_\_\_\_\_

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

**\*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.**

➔ Whichever your choice of Lot/Lots please select by marking

E-Auction On 19/03/2018						
Time: 11:00 To 12:00 Hrs* & 15:00 To 16:00 Hrs.* (+Unlimited Extension)						
Time:	11:00 To 12:00 Hrs.*			15:00 To 16:00 Hrs.*		
	<input checked="" type="checkbox"/>	Lot No.	Participation fee Rs.	<input checked="" type="checkbox"/>	Lot No.	Participation fee Rs.
	<input type="checkbox"/>	1-1	30,000	<input type="checkbox"/>	2	12,000
	<input type="checkbox"/>	1-2	40,000	<input type="checkbox"/>	3	12,000
	<input type="checkbox"/>	2-3	40,000	<input type="checkbox"/>	4 LOC	30,000
	<input type="checkbox"/>	2-5	10,000	<input type="checkbox"/>	5 LOC	2,000
	<input type="checkbox"/>	2-6	10,000	<input type="checkbox"/>	6	12,500
	<input type="checkbox"/>	6-2	10,000	<input type="checkbox"/>	7	1,000
	<input type="checkbox"/>	4-1	10,000	<input type="checkbox"/>	8-A	10,000
	<input type="checkbox"/>	4-5	25,000	<input type="checkbox"/>	8-B	6,000
	<input type="checkbox"/>	4-6	20,000	<input type="checkbox"/>	9 LOC	3,000
	<input type="checkbox"/>	5-3	5,000	<input type="checkbox"/>	10 LOC	1,000
	<input type="checkbox"/>	5-5	1,000	<input type="checkbox"/>	11	10,000
	<input type="checkbox"/>	5-4	5,000	<input type="checkbox"/>	12	25,000
	<input type="checkbox"/>	8-1 LOC	20,000	<input type="checkbox"/>	13 LOC	500
	<input type="checkbox"/>	6-3 LOC	5,000	<input type="checkbox"/>	14	500
	<input type="checkbox"/>	6-4 LOC	5,000			
	<input type="checkbox"/>	7-9	5,000			
	<input type="checkbox"/>	8	25,000			
	<input type="checkbox"/>	8B	5,000			
	<input type="checkbox"/>	8-3	2,000			
	<input type="checkbox"/>	8-4	5,000			
	<input type="checkbox"/>	9	1,000			

Signature and Seal



# Kisan Ramchandra

## AUCTIONEERS PVT. LTD.

TEL (O) : 26360356, 26361357 FAX : (020) 26361359 GRAMS : 'AUCTIONEER'  
E-mail : krapl@pn2.vsnl.net.in Website : www.krauctioneers.in

### BIDDER AGREEMENT

#### E-Auction on Behalf of

## Bharat Bijlee Limited,

No. 2, M.I.D.C Thane – Belapur Road, Airoli, Navi Mumbai – 400708

This Agreement is signed on \_\_\_\_\_ (“Effective Date”) by and between :

**Kisan Ramchandra Auctioneers Pvt. Ltd.**, (Hereafter referred to as “KRAPL”.)

AND

M/s. \_\_\_\_\_ (Hereafter referred to as “Bidder”)

The “BIDDER” & “KRAPL” shall be known individually as “Party” & collectively as “Parties”

#### Purpose:

The purpose of this agreement is to confirm that the “BIDDER” is authorized to bid on the Auction being conducted by KRAPL’s KRAuctioneers marketplace for saleable material of “Seller”: Bharat Bijlee Ltd, Thane. (Hereafter referred to as “BBL”)

#### For this purpose the parties confirm the following:

- 1 The bidder has read and understood the on-line Auction catalogue for the same on www.krauctioneers.in, Points to Note, Inspection and Contact Particulars, Payment Terms, General Terms & Conditions, detailing of the material to be Auctioned, the lotting, the basis of bidding, the bidding procedure, Lifting Requirement.
- 2 All the information pertaining to weights, condition etc, which has been mentioned in the Auction Catalogue by KRAPL, is to the best of its knowledge to facilitate the bidding. The bidding basis is as mentioned in the Catalogue and for the items are on an “**as is where is**” and “**no complaints**” basis. The Bidder is deemed to have inspected and satisfied himself about the Quality, quantity and location of the items being Auctioned.
- 3 The bidder has paid the refundable bidder deposit of Rs. \_\_\_\_\_ towards activation of the login ID and password to enable bidding. The payment details are as under:UTR no. \_\_\_\_\_ dated \_\_\_\_\_ from bank \_\_\_\_\_. (The bidder deposits will carry no interest on it.). **The last date for accepting participation fee/ registration is 16/03/2018 up to 05:00 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 1day 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. **BBL/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 **BBL/ 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.

**Signature and Seal**

**K / S / A / N**  
**KR** **Kisan Ramchandra**  
**AUCTIONEERS PVT. LTD.**  
 TEL (O) : 26360356, 26361357 FAX : (020) 26361359 GRAMS : 'AUCTIONEER'  
 RAMCHANDRA E-mail : krapl@pn2.vsnl.net.in Website : www.krauctioneers.in

- 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, during the Auction Period would be treated as the final one. The bidder shall be responsible for checking the catalogue for any updates as might arise prior to the start of the Auction.
- 15 The Bidder shall be bidding on the basis of the commercial terms as mentioned in the Auction Catalogue.
- 16 The bidder understands the rights of bidding for this Auction is reserved. In case of observed irregularities which can affect the bidding process, the bidder will be disabled. KRAPL shall have final authority in this matter.
- 17 The bidder has received and accepted the conditions given in the catalogue, issued upon signing up this Agreement.
- 18 **ARBITRATION AND JURISDICTION:** All disputes and difference arising out of this 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 Thane/Mumbai Courts.
- 19 *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.*
- 20 *Termination of Allotment Cum Liftment Order – BBL reserves its right to Terminate Contract / Allotment Cum Liftment Order of the buyer for any known or unknown act and violation of Terms & Conditions mentioned in this E-Auction & Corresponding Allotment Cum Liftment Order leading to BBL's direct or indirect loss whether monetary or non-monetary or any harm reached to the policies and wellbeing of BBL without giving any reasons of whatsoever nature and at any stage during Execution of Allotment Cum Liftment Order. It is further stated that BBL would not be responsible in any way if the buyer has any impact of any nature which may be due to Termination of such Allotment Cum Liftment Order. In summation the buyer would be blacklisted with forfeiture of EMD and Credit Balance if any with penalty imposed on him and would not be allowed to participate in any Tender / Public Auction / E-Auction / Disposal Process organized by Directly or through their Auctioneer namely Kisan Ramchandra Auctioneers Pvt. Ltd.*

