

T-17-115 – KPCL - Hadapsar & Saswad  
**TENDER FORM**

Date: \_\_\_\_\_, 2017

**KISAN RAMCHANDRA AUCTIONEERS PVT. LTD.,**  
Deccan Towers, 5- Mezzanine Floor, Poolgate,  
**PUNE – 411 001**

**Sub: Disposal of Scrap – Kirloskar Pneumatic Co. Ltd. for Arranged / Arising Basis Period **01.08.2017 to 31.10.2017** (3 Months) –  
Submission of Offer Kirloskar Pneumatic Co. Ltd; 1, Hadapsar Industrial Estate, Pune – 411 013 & Kirloskar Pneumatic Co. Ltd; Saswad  
Plant, Saswad, Dist. Pune 412 301**

**Dear Sir,**

Having read details & description of Scrap Material/ Items/ Lots of Tender No. **T-17-115** along with “Terms & Conditions” carefully and made physical inspection of such Items/ Lots/ Quantity at respective divisions / locations, I am interested in purchase of the same unconditionally. Accordingly I am submitting my offer for Items/ Lots/ Qty. of my interest on “As is where is No Complaint Basis” in enclosed Form of the said Tender. We have also enclosed Demand Draft/ Pay Order of requisite amount towards EMD, details of which are given overleaf. We agree to all Terms & Conditions and all Rules & Regulations of Kirloskar Pneumatic Co. Ltd. and submit herewith our offer.

Thanking you,

Yours faithfully,

**(AUTHORIZED SIGNATORY OF THE TENDERER WITH SEAL OF COMPANY)**

<b>Name of the Company (Tenderer)</b>				
<b>Complete Postal Address (for all communication purpose)</b>				
<b>Owner/Proprietor/Partner/Director Names</b>	<b>Mobile No.</b>	<b>Telephone No.</b>	<b>Email ID</b>	<b>Fax No.</b>
1)				
2)				

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## IMPORTANT NOTES FOR TENDERERS

### For Pre-qualification of Tenderers

**1) Statutory Details:** It is necessary & mandatory for every tenderer to enclose herewith true copies - duly attested by Notary Public / Competent Authority of following documents. If the same are not attached offer submitted by the tenderer would be disqualified for further consideration.

Sr. No.	Registration Certificate of	Registration Certificate / Letter of Consent Serial No.	Date & Validity	Please tick	
				Attached	Not Attached
1)	PAN				
2)	GST				
3)	CPCB/SPCB/MPCB Letter of Consent				

### 2) Banker's Details

Sr. No.	Name of Bank	Address & Contact Numbers	Type & Account Number
1			
2			

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### 3) Earnest Money Deposit (EMD) submitted with this tender

EMD Details				
Sr. No.	DD/PO No.	Date	Amount of (Rs.)	Bank

#### Declaration

I hereby certify that all above details & enclosed documents are TRUE & if found false or incorrect in any respect knowingly or unknowingly, Kirloskar Pneumatic Co. Ltd. are free to disqualify me from Tender process at any stage without any explanation or intimation & forfeit Earnest Money Deposit amount submitted herewith at their discretion.

Name & Signature of Tender / Firm / Company:

Date:

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Under Instructions From

**Kirloskar Pneumatic Co. Ltd.**

1, Hadapsar Industrial Estate, Pune – 411 013

**Kisan Ramchandra Auctioneers Pvt. Ltd.**

Deccan Towers, 5 – Mezzanine Floor, Poolgate, Pune – 411 001

Phone: 26360356, 26361357, Fax: (020) 26361359, GRAMS: 'AUCTIONEER'

Website: [www.krauctioneers.in](http://www.krauctioneers.in), E-mail: [marketing@krauctioneers.com](mailto:marketing@krauctioneers.com)

Will sell the following Scrap Material on **Arising / Arranged Basis** (Contract period is for Three months) **01.08.2017 to 31.10.2017** at Kirloskar Pneumatic Co. Ltd; Hadapsar Industrial Estate, Pune 411 013 & Kirloskar Pneumatic Co. Ltd; Saswad Plant, Saswad, Dist. Pune 412 301

**NOTE:** (1) All tenderers or Representative of Tenderers entering in the scrap yard for inspection or for lifting of material should wear personal protective equipments like Safety Goggles, Safety Shoes & Helmet. Without Safety Equipment entry will not be allowed.

(2) GST will be charged extra at the time of delivery of material. Under no circumstances any further increase in any of the aforesaid Duties or Taxes shall be borne by Kirloskar Pneumatic Co. Ltd. Any change in existing Duty / Tax structure shall be borne by the purchaser.

Lot Nos.	Description of the material	Approx. Qty.	Schedule for lifting	GST %	Rate quoted by Tenderer in Figures & words (Rs)	Signature of Tenderer & Date	Revised rate confirmed by Tenderer during Negotiations on _____	Signature of Tenderer at the time of Negotiations
<b>Material lying at Kirloskar Pneumatic Co. Ltd; 1, Hadapsar Industrial Estate, Pune - 411 013</b> <b>Arising Period 01.08.2017 to 31.10.2017</b>								
A-1	M.S. Turning	90 MT	Once in a week	18				
A-2	C.I. Boring	50 MT	Thrice in a Month or accumulation of 4 MT	18				
A-3	M.S. Forging (Gears), shafts, pinions etc.	10 MT	Once in a Month	18				

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Lot Nos.	Description of the material	Approx. Qty.	Schedule for lifting	GST %	Rate quoted by Tenderer in Figures & words (Rs)	Signature of Tenderer & Date	Revised rate confirmed by Tenderer during Negotiations on _____	Signature of Tenderer at the time of Negotiations
A-4	M.S. Unserviceable Scrap (Mixed Heavy/ Light) including G.I. Scrap of all types like angles, channels, Fabricated structure, rusted perforated sheets, etc.	45 MT	Twice in a Month	18				
A-5	Wooden Scrap <b>(EMD- 25%)</b>	35 MT	Thrice in a Month	5				
A-6	Used Scrap Electrical / Electronic items consisting Starter, Alternator, Scrap Control Panels, PCB etc. Used/Scrap Armored Al. /Cu. Cables & Cable pieces (Sheathing removal not allowed)	2 MT	Once in a Contract	18				
<b>Arranged Lots at KPCL, (TRM Division) Hadapsar</b>								
A-7	Windmill items consisting of M.S./C.I. Heavy Gears, Pinion, Housing, Shafts, Spacers etc. (Location: - TRM Yard) <b>Quantity- +- 30%</b> <b>Only demarcated material to be lifted as per instructions of KPCL Officers.</b>	15 MT	Within 15 days	18				
A-8	Various Assorted Bearings (74 Nos.) (Location: - TRM Stores)	1 Lot	Within 15 days	18				
<b>Arranged Lots at KPCL, (ACD Division) Hadapsar</b>								
A-9	Escort Mobile Crane in as it is condition. Location Near Material gate	1 No.	Within 15 days	18				

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Lot Nos.	Description of the material	Approx. Qty.	Schedule for lifting	GST %	Rate quoted by Tenderer in Figures & words (Rs)	Signature of Tenderer & Date	Revised rate confirmed by Tenderer during Negotiations on _____	Signature of Tenderer at the time of Negotiations
A-10	Miscellaneous Compressor Parts consisting of filters, valve material, piston rings, oil seal, S/A valve, oil filters, air filters, flanges, Gears, Pressure switches etc.	Lot	Within 15 days	18				
A-11	Electrical Panels – 7 Nos. Kobelco Panel- 1 No. Misc. Electrical items	Lot	Within 15 days	18				
A-12	Shafts, Gears etc.	Lot	Within 15 days	18				
A-13	Flame Proof Induction Electrical Motors- 7 Nos.	7 Nos./ Lot	Within 15 days	18				
A-14	MS items/parts consisting of base frames, canopy, pipes, flanges, Test bench, cut pieces, and other misc. items. etc	Lot	Within 15 days	18				
<b>Material lying at Kirloskar Pneumatic Co. Ltd; Saswad Plant, Saswad, Dist. Pune 412 301</b>								
<b>Arising Period 01.08.2017 to 31.10.2017</b>								
B-1	M.S. Unserviceable Scrap (Mixed Light & Heavy) including G.I. Scrap of all types like angles, channels, fabricated structure etc.	50 MT	Twice in a month. Available Qty to be lifted Immediately	18				
B-2	M.S. Turning	20 MT	Once in a month Available Qty to be lifted Immediately	18				

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Lot Nos.	Description of the material	Approx. Qty.	Schedule for lifting	GST %	Rate quoted by Tenderer in Figures & words (Rs)	Signature of Tenderer & Date	Revised rate confirmed by Tenderer during Negotiations on _____	Signature of Tenderer at the time of Negotiations
B-3	C.I. Boring	20 MT	Once in a month Available Qty to be lifted Immediately	18				
<b>Single Bidder Preferred for Lot Nos. B-1, B-2 &amp; B-3</b>								
B-4	Garbage including corrugated box <b>(EMD- 25%)</b>	1.5 MT	Weekly	12				
<b>Arranged Lots at KPCL, Saswad</b>								
C-1	SR-7 CUT SECTION SEMI HERMETIC SCREW Compressor. 400.05.751.50. Make-FU SHENG MODEL-SR-7 MFG. YEAR-2007	1 No.	Within 15 days	28				
C-2	VERTICAL TURRATE LATHE MACHINE Make- Webstar and Bennet Ltd MFG. YEAR- 1959	1 No.	Within 15 days	18				
C-3	FN 3 Milling Machine Make- HMT Ltd MODEL- FN 3, MFG. YEAR- 1997	1 No.	Within 15 days	18				
C-4	Radial drilling machine RM/60 Make- HMT Ltd MFG. YEAR- 1996	1 No.	Within 15 days	18				
C-5	Radial drilling Machine Make- BATLIBOI & Co. Ltd MFG. YEAR- 1963	1 No.	Within 15 days	18				
C-6	Profile Gas cutting machine Make- Indian Oxygen Ltd. MODEL- MAYUR 22 C, MFG. YEAR- 1981	1 No.	Within 15 days	18				

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C-7	Chimney (Dismantling/removing is to be done by Buyer with adhering safety norms)	1 No.	Within 15 days	18				
C-8	Small drilling machine	1 No.	Within 15 days	18				
C-9	Avery make Spring Testing machine, MFG. YEAR- 1990	1 No.	Within 15 days	18				
C-10	Hardness Testing machine. MFG. YEAR- 1976	1 No.	Within 15 days	18				
C-11	Tool Pres setter Make- KYORITSU SEIKI CO. MODEL- TS-ZA	1 No.	Within 15 days	18				
C-12	Electric Motor 100 HP for Test Bed Make- Kirlosakar MODEL- TR-3	1 No.	Within 15 days	18				
C-13	Arc Welding machine. Make- ADVANI ORLINKON MFG. YEAR- 1985	1 No.	Within 15 days	18				
C-14	Electric Hoist for Jib Crane	1 No.	Within 15 days	18				
C-15	Tool Grinding machine. Make- HMT Ltd MODEL- GTC 28T MFG. YEAR- 1982	1 No.	Within 15 days	18				
C-16	Various Spare Parts Consisting Hardware, Mechanical Parts <b>Location: Spare Parts Store</b>	1 Lot	Within 15 days	18				
<b>Arranged Lots at KPCL - Projects, Saswad</b>								



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Lot Nos.	Description of the material	Approx. Qty.	Schedule for lifting	GST %	Rate quoted by Tenderer in Figures & words (Rs)	Signature of Tenderer & Date	Revised rate confirmed by Tenderer during Negotiations on _____	Signature of Tenderer at the time of Negotiations
C-17	S.S Pipes 10 Inch Dia.	3 MT	Within 15 days	18				
C-18	Various Sizes Assorted M.S/C.S Pipes	7 MT	Within 15 days	18				
C-19	Electrical Cables in Mixed Conditions	2 MT	Within 15 days	18				
C-20	G.I Cable Trays	5 MT	Within 15 days	18				
C-21	Various Spare Parts consisting of Pipe Fitting, Valves, Electrical & Mechanical Items etc.	1 Lot	Within 15 days	18				
C-22	Fabricated Pipe Stand	1 No	Within 15 days	18				
C-23	Electrical Motors & Compressors with or without Pump	1 Lot	Within 15 days	18				

➔ **PLEASE NOTE:**

A) **INSPECTION OF MATERIAL:** On **21.07.2017** from 10.00 A.M. to 5.00 P.M. at Kirloskar Pneumatic Co. Ltd; 1, Hadapsar Industrial Estate, Pune – 411 013 & on **22.07.2017** Kirloskar Pneumatic Co. Ltd; Saswad Plant, Saswad, Dist. Pune 412 301.

B) **SUBMISSION OF TENDER:** Sealed Tender offer packets will have to be submitted on or before **27.07.2017** up to 4.00 p.m. on the following address: -

**Kisan Ramchandra Auctioneers Pvt. Ltd.**  
**Deccan Towers, 5–Mezzanine Floor, Poolgate, PUNE – 411 001**  
 Tel.: 26360356 & 26361357, FAX: (020) 26361359  
 Website: [www.krauctioneers.in](http://www.krauctioneers.in) E-mail: [marketing@krauctioneers.com](mailto:marketing@krauctioneers.com)

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## Kirloskar Pneumatic Co. Ltd.

### TERMS & CONDITIONS OF TENDER NO. T-17-115

#### **A) VALIDITY:**

- i. The Tenderers' offer must be valid for minimum 60 days from the last date of submission of their offer against Captioned Tender.
- ii. The participating tenderers will be referred to as "Purchaser" in the event of allotment of any Items/ Lots/ Qty. pertaining to captioned Tender to him. Kirloskar Pneumatic Co. Ltd is referred as KPCL in forthcoming paras.

#### **B) EARNEST MONEY DEPOSIT (EMD):**

- i. The Tenderer should submit their offer along with requisite amount of Earnest Money Deposit (EMD) @ 10% or as stipulated in Tender of quoted value of corresponding lot/s. Separate Demand Draft / Pay Order of Nationalized / Cooperative Bank is required.
- ii. In case of Lots of Garbage & Wooden EMD is 25% of quoted value for each of these lots.
- iii. Offers submitted without requisite amount of Earnest Money Deposit will not be considered for further in the form of Demand Draft / Pay Order would be rejected & not considered for further participation & KPCL's decision in this regard would be final.  
EMD should be submitted by Demand Draft/ Pay Order only drawn in favour of **Kirloskar Pneumatic Co. Ltd.** Payable at **Pune**. **Under no circumstances Cheque would be accepted and such offers can be rejected. Offers received with cheque or without EMD will not be considered.**
- iv. EMD amount would remain with KPCL till last date or extended date of contract period & would bear no interest. The same would be refunded to the concerned purchaser only, after tally of all accounting transactions made during the contract period.
- v. EMD of unsuccessful Tenderers would be returned to them within one month after finalization of the captioned Tender in all respect.
- vi. In the event of failure on the part of the successful Tenderers/ Purchasers to execute the allotment cum liftment order/s or Non-adherence to Terms & Conditions of the captioned Tender and all Rules & Regulations of KPCL for all its Units, the same would be forfeited without giving any reason or explanation what so ever may be.

#### **C) NEGOTIATIONS MEETING – ATTENDANCE:**

##### **1. Criteria for inviting the tenderers for negotiations meeting :**

- a) KPCL reserves right to decide on whether negotiations meeting, is required to be arranged & their decision would be final in this regard.
- b) In case KPCL decides for negotiations meeting, the tenderers fulfilling following criteria would be normally considered eligible for inviting for negotiations meeting.
  - i) **Earnest Money Deposit (EMD)** – The tenderer must have submitted Demand Draft / Pay Order of requisite amount towards Earnest Money Deposit (EMD) along with their offer. Such Demand Draft must be of Nationalized Bank / Cooperative Bank only **with minimum validity of three months from the date of submission of your offer.**
  - ii) **Statutory Documents Submission** – Offer submitted must carry true / Xerox copies of VALID PAN, GST Registration Certificates, CPCB / MPCB LOC & any other documents demanded by KPCL.
  - iii) **Quoted Rates** – Such rates must be in top five (5) category amongst all offers / rates received. KPCL reserves rights not to invite the tenderers if any / all rates quoted by them appear to be exorbitant or impractical when compared with market realities.
- c) It is neither binding on KPCL to inform the tenderer whether rates quoted by him fall under H1, H2, H3, H4, H5 category nor will be disclosed during negotiations meeting.
- d) The tenderer would be allowed to negotiate for only those lots for which requisite / required of EMD has been submitted by him.

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2. **Representation** - Negotiations meeting should be attended by the owner / partner of the tenderer company or responsible representative deputed with authorization in writing & must carry Photo Identity Proof like PAN Card, Election Card, Adhar Card.

**KPCL** reserves their right to hold negotiations meeting & may invite the tenderers to attend such meeting & their criteria for selection of tenderers would sole & final. All such tenderers invited through M/s. Kisan Ramchandra Auctioneers Pvt. Ltd. would be required to attend such meeting on specified date, venue & timing. In case they fail to report well in time as required **KPCL** may decide not to allow such Tenderer/s to attend & participate into negotiations meeting.

### **D) REGISTRATION DETAILS/ VENDOR CODE:**

- i. The Tenderer should provide all requisite statutory and other details in prescribed format. This would normally include details like PAN, GST NO., CPCB/ SPCB, registration details.

### **E) DESCRIPTION & QUANTITY OF TENDER ITEMS/ LOTS:**

- i. The Tenderer must inspect physically all items of their interest on specified dates & locations and satisfy himself about description mentioned in the Tender & Lot / Sample/ Qty. exhibited and then only should submit their offer at their own risk & responsibility.
- ii. Quantity mentioned for respective Items/ Lots/ Qty. is approximate and indicative which is based on projections of Production & rejection in the factory & field and may vary to any extent. KPCL is not bound by any means to deliver exact quantity mentioned in the Tender and may Drop/ Delete any Items/ Lots/ Quantity during the contract period without giving any reasons. This tender is for Arising Period for **01.08.2017 to 31.10.2017** & need not be interpreted only for quantity.
- iii. The successful Tenderers must lift quantity available physically in stock as on first day of the contract period.
- iv. All Items/ Lots/ Qty. are sold on "As is where is & No Complaint Basis"
- v. The successful Tenderers/ Purchasers should lift allotted Items/ Lots/ Quantity strictly as per delivery schedule mentioned in corresponding "Allotment Cum Liftment Order" or declared from time to time. They would not have any choice of their own for liftment & must follow the instructions of the concerned authorities of KPCL. Under no circumstances segregation/ regrouping/ breaking would be allowed unless granted in writing by KPCL.
- vi. The purchasers should not lift or even make any attempt to lift Items/ Lots/ Quantity not allotted to them.
- vii. **KPCL reserves right to choose more than one purchaser for same lot & for part quantity. Decision of allocation of quantity in such cases will be made solely by KPCL & be binding on the purchaser.**

### **F) LIFTMENT/ DELIVERY:**

- i. The delivery of Items/ Lots/ Quantity will be made by KPCL to the respective purchaser on working days during 9:00 A.M. to 3:00 P.M. only excluding Holiday & weekly off.
- ii. The Purchasers should adhere to liftment/ delivery schedule specified in corresponding Allotment Cum Liftment Order or revised schedule given by KPCL. The purchasers should make themselves aware of material/ quantity expected in the scrap yard and make good planning by deploying requisite No. of vehicles.
- iii. The Purchasers should make lifting arrangement deploying their own labor/ Vehicle & at their cost.
- iv. In the event of failure to lift allotted Items/ Lots/ Quantity as per schedule, ground rent of Rs. 1000/-per lot per day in cash will be charged by KPCL & only after their clearance, permission for further lifting may be given. Such permission with ground rate may be given for a period of maximum 5 days only & subsequently if purchasers fails to lift Items/ Quantity/ Lots their entire EMD for all lots would be forfeited & KPCL may allot such uncleared Items/ Lots/ Quantity to any other purchaser & difference in the rate will be recovered from the defaulter purchasers alongwith penalty charges deemed to be fit by KPCL.

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v. The purchasers should submit request application informing names & signatures of their employees/ persons/ representatives who may be deployed for lifting of allotted Items/ Lots/ Quantity. Such request application may be rejected by KPCL if found objectionable.

Under any circumstances KPCL will not be responsible in any manner for any flaw in unidentified person lifting Items/ Lots/ Qty. on behalf of purchasers.

**G) PF / ESIC & Workmen Compensation Insurance Policy** - The purchasers will have to essentially follow requirement of ESIC & PF of their Labors/ Employees/ representatives as per Central / State Laws & Regulations. **In those cases where PF / ESIC rules are not applicable to the purchaser he must submit copy of Workmen's Compensation Insurance Policy with sum assured not less than Rs.40,000/- Per Person prior to commencement of liftment of allotted lot/s & will not be allowed to enter the premises till then.**

### **H) RATES, PAYMENT, TAXES & DUTIES:**

- i. **Rates:** Rates quoted and/or negotiated & mentioned in Allotment cum Liftment Order/s will be firm during arising/ contract period.
- ii. The Purchasers must make all payment by D.D. / Pay Order only drawn in favour of Kirloskar Pneumatic Co. Ltd. payable at Pune. KPCL may allow facility of making cash payment of Rs. 20,000/- maximum only in emergency cases, and the same should not be treated as a right to the purchaser & daily practice for day to day lifting for items/ Lots/ Quantity.
- iii. All D.D./ P.O. shall be deposited with Accounts Department of concerned location of KPCL as per rules before 12:00 Noon and in the event of any delay the purchasers may not be allowed to lift Items/ Lots/ Quantity and loaded vehicle if any may be retained at the risk of purchaser in all respect.
- iv. GST as applicable will have to be paid separately at the time of lifting of the material.
- v. All taxes and duties like GST and any other taxes, duties imposed whether payable to the Central Government or to the State Government or to the Municipal, Local or other authorities shall be deposited by the purchasers with the KPCL along with the purchase money as part of the purchase price. Non-payment of any amount, payable under this clause will have the same effect as non- payment of the purchase money and will result in "Ipso Facto" termination of the contract and forfeiture of the Earnest Money. If the liability of such Tax imposed and/or duty is in doubt, the KPCL will have a right to call upon the purchaser to make provision as the KPCL deems fit and proper to ensure the recovery of such Taxes imposed and/or duty. If the tax imposed and/or duty is not recovered at the time of delivery/ dispatch, the KPCL will have the right to call upon the purchaser to pay such amount as may be due whenever the KPCL finds that it has omitted to charge or the KPCL becomes liable to pay higher charge as a result of decisions or announcements by Government or any other competent authority. Even though the full value of the materials cleared from the KPCL is paid the KPCL shall be free to call upon the purchasers to make good the amount short recovered whenever such contingency should arise. The KPCL shall be entitled to recover the amount or amounts that might, at any time, become payable to the KPCL by the purchaser on any accounts whatsoever.
- vi. **Income Tax @ 1% as applicable is payable by the bidder as per Sec 206-C of the Income Tax Act.**

### **I) SAFETY REGULATION & PROCEDURE:**

- I. **Submission of Photo Identity Proof for every labour by the purchaser – It is mandatory for the purchaser to ensure that each & every labour deployed by them carries Photo Identity Card issued by him exhibiting clearly Name / Birth Date & Photo of the labour with authorized signature of the purchaser if available Xerox copy of Adhar / PAN / Election Card of every labour should also be submitted by the purchaser.**
- II. PPE (Personal Protective equipment's e.g. Safety Shoes, Safety Goggles, Safety Helmets, Hand Gloves) etc shall be used by the Purchasers when working for Kirloskar Pneumatic Co. Ltd.

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- III. If the Purchasers perform any Hot work (e.g. Gas Cutting/Welding operations in KPCL property) they needs to adhere to the Safety Work Permit. System and other Safety precautions laid down in the permit.
- IV. Any equipment/machinery used by the Purchasers must be approved by the concerned departmental head of KPCL. e.g. If the Purchasers wants to use a drilling machine then KPCL's electrical department must certify that whether the equipment is safe for use or not.
- V. Any incident/ accident while working for Kirloskar Pneumatic Co. Ltd shall be immediately notified by the Purchaser's supervisor to concerned KPCL Manager. The Purchaser shall strictly follow all statutory requirements (ESIC, PF etc).
- VI. The Purchaser is not allowed to use any load lifting equipment (e.g. fork lift, cranes etc) without the written permission (internal authorization) issued by KPCL.
- VII. The driver of vehicle deployed by the purchasers must have valid PUC, driving license & all related legal documents like insurance & Vehicle Fitness Certificate etc. of the vehicle.
- VIII. The purchasers hereby undertake to comply with all laws, rules, regulations applicable to this contract including compliance with all labour legislations as may be applicable to his workers/employees and further hereby undertake that in case of noncompliance with any of the rules and regulations as stated herein above if KPCL suffers any loss or damages of whatsoever nature, then the contractor shall indemnify and keep KPCL indemnified against all such losses, damages, claims etc.
- IX. The purchasers, their servants & agents shall be required to abide by all specific/general regulations of safety & discipline within the KPCL premises. The material will be handled by the purchasers, their servants/agents at their own risk & any loss/damage whatsoever to any individual or property in such handling or as a consequence thereof shall be the sole responsibility of the purchaser.
- X. All the scrap shall be disposed of by the purchasers in the most environment friendly manner, and the purchasers shall comply with all the rules and regulations regarding the disposal of the material purchased by them under this contract.

### **J) CONTRACT:**

- i. **All Terms & Conditions detailed above must be followed strictly by all the purchasers & KPCL reserves all right of interpretation/ alteration/ deletion of them without giving any notice/ reason to the purchasers. Further KPCL's decision at every stage right from acceptance of sealed offer and further processing would be final & binding on all purchasers.**
- ii. All disputes arising in respect of this contract shall be decided by a competent court at Pune & shall be subject to the jurisdiction of "**PUNE**" Courts only.

**K) TERMINATION OF ALLOTMENT CUM LIFTMENT ORDER** – KPCL 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 Tender & Corresponding Allotment Cum Liftment Order leading to KPCL's direct or indirect loss whether monetary or non-monetary or any harm reached to the policies and wellbeing of KPCL without giving any reasons of whatsoever nature and at any stage during Execution of Allotment Cum Liftment Order. It is further stated that KPCL 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.