



TENDER CALLED BY				UNDER INSTRUCTIONS FROM			
				 JOHN DEERE			
Shankar Ramchandra Auctioneers Pvt Ltd 128 Mahatma Gandhi Road Camp Pune-411001 Tel- [020]26340418/26347153/26342508.				John Deere India Pvt. Ltd. Tower XIV, Cyber City, Magarpatta City, Hadapsar, Pune 411 013. India			
NOTICE FOR SALE OF FOLLOWING MATERIAL UNIT –JOHN DEERE INDIA PVT. LTD. PUNE – NAGAR Road SANASWADI. TENDER/SEALED BID BASIS.							
Lot No.	Description of the Material	Approx Qty.	GST %	Delivery schedule	BASIC RATE (Exclusive of TAXES) In Figures & Words	Amount of Security Deposit paid by Purchaser in figures & words	Signature of Purchaser
1	Used – Hot water generator unit	1 AU	18 %				

All Machines / Parts / Equipment's – which are part of this tender, loading of goods (from current location at JDPW) should be done by bidder.

This may include requirement of variety of cranes / labor / other machinery / vehicles etc must be arranged by bidder at their own cost. All transportation of machinery from JDPW current location should be arranged by Bidder at their own cost.

→ TERMS AND CONDITIONS:

1. **Inspection of the Material will be carried out between 15th July 2025 to 22nd July 2025 to from 10.00 a.m. to 4.00 p.m. at JOHN DEERE INDIA PVT. LTD.**
2. Sealed offers along with the EMD by a DD/PO to be submitted on or before **22nd July 2025 up to 5.00 p.m.** at JOHN DEERE INDIA PVT. LTD.

Address:-**Kind Atten:- Avinash Shinde – SM MANAGER IM&S PUNE WORKS****John Deere Pune works,****Off Pune Nagar Road, Sanaswadi , Tal- Shirur, Pune – 412208****Contact No – 9552588166 / 02137-667021**

3. EMD should be paid by DD/PO drawn in favor of **John Deere India Private Limited payable at Pune.**
4. Tender will be rejected if the required Earnest Money Deposit is not paid in the form of Demand Draft along with the offer.
5. Any offer must be valid for a minimum period of 30 days from the date of submission.
6. Decision of Acceptance/ Rejection of the Tender will be taken by John Deere India Pvt. Ltd. and the said decision will be final and binding. No correspondence or representation on the decision will be entertained by John Deere India Pvt. Ltd. and also by auctioneers.
7. GST will be charged extra as applicable at the time of delivery.
8. INCOME TAX @1% is payable by the bidder as per Sec. 206-C of the Income Tax Act.
9. **Reference of GST & PAN No. is mandatory in the offer.**
10. **Duration of the contract : One time**
11. **John Deere India Pvt Ltd reserves right to award the contract for disposal of scarp quantities in excess of estimated quantities mentioned above to any other party other than the one finalized out of auction process. In such event, both the parties will have to work concurrently.**

12. The quantities mentioned above are estimated quantities. The rates & commercial conditions finalized will remain unchanged even in the event of actual quantities falling short of expected quantities.
13. John Deere India Private Limited reserves the right to cancel the bid without stating any reason.

Shankar Ramchandra Auctioneers Pvt. Ltd,

128 Mahatma Gandhi Road Camp Pune-411001

Tel- [020]26340418/26342508 Web Site:- www.srauctioneers.co.in Mail Id:- info@srauctioneers.co.in

Name & Address of Firm	Telephone/ Mobile Number	PAN	CST NO.	BST NO.	EMD DD Details	Signature
					No –	
					Date –	
					Amount -	
					Bank –	

This Draft is to be typed on the Letter Head of the Purchaser Firm.

TENDER FORM

Date: 15/07/2025

**John Deere India Pvt. Ltd.
Off Pune - Nagar Road,
Sanaswadi
Pune - 412208**

Dear Sir,

As per your Tender Notice regarding sale of **Material** of your Company, I am interested in purchasing the lots as I have denoted in the tender form. I have mentioned the rate in figures and words against the Lot/Lots, which I intend to purchase, and also signed against each rate. Necessary Demand Draft of required value is enclosed herewith.

I agree and accept all the terms and conditions of the Tender.

Hence I request you to consider my offer and inform me regarding final sale decision of the lots.

Thanking you,

Yours faithfully,

(SIGNATURE & SEAL)

NAME :: _____

FULL ADDRESS :: _____

PHONE NO. :: _____

MOBILE NO. :: _____

PAN. :: _____

GST NO. :: _____

JOHN DEERE INDIA PVT. LTD., ('John Deere') PUNE	
GENERAL TERMS & CONDITIONS OF SALE	
The following terms and conditions ('Terms') apply to each auction or other listing whether conducted by mode of e-auction or sealed bidding process upon an open auction on request for tender ("Auction") conducted by Authorised Auctioneers on behalf of John Deere India Private Limited ('John Deere').	
1.	As used in these Terms, each bid or offer submitted in any Auction is an "Offer" and each person who participates in any Auction in response to any such Notice for Tender ("Tender") is a "Participant". As used in these Terms, the Participant or the Purchaser shall also refer to the successors, assigns, proprietors, partners for the time being or successors thereof; heirs, executors, administrators or legal representatives for the time being or successors thereof, as it may apply to the meaning or context thereof as applicable.
2.	The Purchaser or the Purchasers is/are the winning Bidder or Bidders that submits the bid in response to an Tender and which is acknowledged as selected and communicated in writing as such to the Purchaser(s) or on behalf of the John Deere by an Authorised Auctioneer of John Deere. The Auctioneer authorized by John Deere is <Name> and <Name> ('Auctioneer') is not acting as an agent for any Participant, Purchaser or John Deere in any capacity.
3.	By registering for any Auction, the Participant and/or the Purchaser acknowledged having read and agreed to an accepted these Terms of responding to the Auction and terms of sale and that such Terms shall govern the Auction and the Purchase of any materials which is the subject matter of the Auction. Participation and bidding will imply that the Bidder and/or Purchaser has carefully gone through the terms and conditions of the Bidding, including amendments, if any, prevailing at the time of the auction. No objections or complaints will be entertained at any point of time either before or after placing of the bid.
4.	John Deere is not liable or bound in any manner for any representation or statements which are not contained in the Terms or are contrary to or inconsistent there with purported to be made by John Deere, the Auctioneers or any officer of John Deere.
5.	Tender forms will be distributed by Auctioneer at the time of inspection of the Material. Tender Packets without seal will not be accepted. John Deere reserves the right of accepting or rejecting any/all Tender(s) without assigning any reason whatsoever. Decision taken by John Deere will be final and binding on the Purchaser. . Purchaser's offer must be valid for a minimum period of 30 days from the date of submission of the sealed bid.
6.	Materials which are the subject matter of the Tender are treated as Scrap, rejected, write-off materials, obsolete and condemned. Description / photos if any mentioned in Tender are used to describe the Material only. Inspection of the material shall be arranged after announcement of Tender. Participants are advised to inspect the material and seek clarifications if required before submitting their offer. No dispute on account of difference in quality or description will be entertained. The Material are kept in the "Scrap Yard" in open space and John Deere will not be in any manner responsible for any damage/deterioration of the Material at any point of time prior to or at the time of including from the opening of the Tender till sale of the Material to the Purchaser('Contract period'). Numbers, quantities or tonnage or nature of Material given in the Tender may be mere approximations and the Material will be sold without any regard or consideration of these numbers / tonnage or nature of Material and no warranty or guarantee shall be implied.

7.	All Material which forms the subject matter of the Tender for which the Participant participates and/or are bought by the Purchaser are on "AS IS - WHERE IS BASIS", "AS IS WHAT IS BASIS" and "NO COMPLAINT BASIS". Participation and bidding in the Auction shall be treated as conclusive evidence of the fact that the Bidder has inspected the Material and the related documents pertaining to the Auction as well as the documents related to the Material, and has agreed and accepted all the terms and conditions including any special terms and conditions as may be applicable to the Material and that the Bidder is satisfied in all respects regarding the quality, quantity, condition of the Material and related documents. No representation or warranty is made by John Deere relating to the adequacy, completeness or legal sufficiency or tax consequences of any related documentation provided or supplied by John Deere in relation to the Auction or Purchase.
8.	John Deere makes not warranties or representation express or implied including but without limitation to title, merchantability, satisfactory, or quality and does not give warranty or guarantee of the quality, performance or condition of the Material or related documentation thereof and about its "End Use" or fitness for a particular purpose of the Material. The highest/lowest Purchaser does not get any right to demand acceptance of his bid/offer. John Deere is not under any obligation to put up the lots singly or serially or in any particular manner. Any Material not covered explicitly in the description of the lot, if found in any of the lots while effecting delivery, the same shall be treated as John Deere's property. The Purchaser shall not lift from the lots any such Material and shall have no claim to the same or ask for any compensation on account thereof. John Deere will not be liable for delay in handing over the Material or the related documentation in any manner whatsoever and no claims of any nature will be entertained in this regard. For the facility of the Purchaser suitable lots are made. Purchaser should quote the rate against each lot in figures and words and sign the same against the lot he intends to purchase. Rate for each lot is to be quoted separately. Even if the Purchaser intends to purchase more than one lot, he should quote separately for each lot. Purchaser should not quote together for more than one lot. Offer quoted in this manner will not be considered. It is expressly clear that John Deere reserves the right to fix reserve price for various Materials or accept or reject in full or part any offers received without assigning any reason whatsoever, nor is in any manner bound to accept the highest offer from the bidders.
9.	Purchaser should quote the rate of lot/lots only in the proforma attached or enclosed with Tender form. The Purchaser has to make his own arrangement for loading and transportation of the Material. John Deere shall not pay any extra cost towards the same. If the Purchaser intends to purchase more than one lot, he is entitled to pay total deposit amount by single Demand Draft only. In this case a statement should be attached to the Demand Draft showing the lots for which he has paid the deposit and the amount he has quoted for each lot. Wherever common Purchaser is mentioned against lot in the Tender form it is mandatory for the Purchaser to quote for all the Material mentioned under common Purchaser group. In case the Purchaser fails to lift on time even a single lot from the lots allotted to him, John Deere shall have right to disqualify & forbid such Purchaser from lifting further Material on the grounds of his performance failure and forfeit his ENTIRE DEPOSIT FOR ALL THE LOTS.
10.	The quantity mentioned in the "Quantity Offered" column is "approximate" which is expected to be generated during the contract period and may vary depending upon the business conditions. No Complaint will be entertained. Material for sale are to be defaced at no extra cost and to the satisfaction of John Deere representative before taking out / All the items for sale are on "As is where is", "AS IS WHAT IS" and "no complaint basis" and subject to the other terms and conditions as may be applicable to it and attached herewith. John Deere reserves the right to accept/reject/cancel any bid/offer, withdraw any portion of the Material at any stage from auction, even after acceptance of bid/offer, issue of delivery order/purchase order without assigning any reason thereof. In the event of such rejection, cancellation or withdrawal, John Deere shall not be responsible for any damages/loss to the Purchaser on account of such rejection, cancellation or withdrawal and no claims in any manner will be entertained in this regard. John Deere's representatives supervising the auction will have authority to amend the unit of quantity of any lot.

11.	Government levies, taxes and duties as applicable will be charged extra on the bid rates. GST, Service tax as may be applicable will have to be paid separately at the time of lifting of the material. C form transaction will not be applicable. Income Tax as applicable is payable by the Purchaser. All taxes, duties or government levies including but not limited to sales tax, terminal tax, excise duty, cess and or any other duties imposed whether payable to the Central Government or State Government, Municipal, Local or other authorities will be deposited by the Participant or the Purchaser alongwith the purchase money as part of the payment. Any revision in Government levies, taxes or duties or sales tax and any other taxes will borne by the Participant or the Purchaser, as the case may be
12.	Tender will be rejected if required Interest free Earnest Money Deposit (10% of tender amount) is not paid by the Purchaser in the form of Demand Draft / Cheque along with the offer. The Interest free Earnest Money Deposit would be returned to unsuccessful Bidder within fifteen days of completion of Auction process after adjusting of dues/debits and any other charges payable by the unsuccessful Bidder, if any as per the contract terms in this regard. Material offered shall be removed as per schedule mentioned in the intimation to that effect from John Deere in the presence of John Deere representative, by making full payment by Demand Draft. If the Purchaser fails to remove the Material within aforesaid time limit, a service charge of Rs.10,000/- per day per lot shall be payable by the Purchaser. After 7 days of the intimation, if the Material is not removed, the un-cleared Material shall be offered to other party/parties as the case may be & the loss incurred alongwith the service charges will be recovered from Earnest Money Deposit of the defaulting Purchaser. John Deere can also terminate the contract for non-performance, forfeit the deposit and award the contract to any other party it may feel appropriate. Deposit amount cheque / DD will be returned to Participant/Purchaser within One month if the Tender is not accepted. The deposit amount will bear no interest in any manner whatsoever. The Participant/Purchaser and its representatives shall at all times follow the internal documentation procedure and process for lifting the Materials for entry and exit in John Deere premises shall obtain valid gate passes for the purposes of lifting the Material.
13.	Material lifting schedule : One time contract - After acceptance of offer balance payment is to be submitted immediately. The lifting should start within 3 days of instructions from John Deere and is to be completed within 7 days thereafter. On going contract – The lifting should be done on continuous basis till the contract period is over and all the area should be cleared on completion of the contract period. Failing to maintain delivery schedule mentioned above, the Earnest Money Deposit will be forfeited. John Deere may at its discretion in the event of failure to lift the material within stipulated enter into Agreement with other Participants or Purchaser for disposal of the Material and may recover the shortfall, if any, including transport/labour charges from the defaulting Purchaser.
14.	All Sale is on 'As is where is', 'No complaint basis' & 'Area to be cleared basis'. The Purchaser shall ensure that Material bought from John Deere shall always be recycled in such manner and mode that such scrap shall not at any time be used in 'as is' form in any manner whatsoever whether as a tractor or machinery spare part or also as a reference to design / manufacture of similar parts. Cleaning & or sorting of scrap material will not be permitted in John Deere premises.
15.	The Purchaser shall comply with all the applicable laws, rules, and regulations without limitation to laws pertaining to the obligations arising out of this contract. Purchaser shall abide by all the applicable government rules & regulations and any changes thereof from time to time and shall indemnify John Deere against any loss or liability suffered on account on noncompliance of any of the rules & regulations. The Purchaser will not use any identification, reference, logo, trade name, trademark, service mark, service name or symbol of John Deere or any subsidiary or affiliate of John Deere, in any advertising or promotional efforts/materials for any other purposes in any manner.

16.	At the time for uplifting of the Material the Purchaser shall ensure to produce all such documents to prove the identity of the Purchaser as may be required by Auctioneer and to the satisfaction of the Auctioneer failing which the Auctioneer shall be at liberty to hold on the delivery of the Material at the entire risk as to cost, charges and consequences. The Material will not be made available to any third party other than the Purchaser without written approval from the Purchaser in such case. The approval of John Deere will be subject to producing of execution of Letter of Authority and/or Power of Attorney or such other documents to prove the identity of the Purchaser and the person authorized to collect the Material on behalf of the Purchaser or such other documents as may be required to be produced to the satisfaction of the Auctioneer/John Deere. The Purchaser shall keep John Deere indemnified against all cost, consequences, risk or loss which John Deere may incur in the event of any default or delay in ton the part of the Participant or Purchaser in this regard. John Deere or its Auctioneer has the right for weighment of the Material any of the nearby Weigh Bridges or such repeat weighment identified by John Deere at the Purchasers cost. John Deere may depute its authorized personnel to accompany the Material for this weighment activity and for repeat weighment at another Weigh Bridge as per its discretion
17.	John Deere reserves the right to inspect the Material to inspect the Material during any stage or weighment delivery as well as at all places where the goods are stocked to which the Purchaser hereby gives consent and in case of any Materials which are not allotted to the Purchaser are found in the Purchaser's possession the Purchaser agrees that John Deere is entitled to take custody of the same without any conditions.
18.	The Purchaser hereby indemnifies and agrees to keep indemnified and harmless, John Deere and its directors, officers, employees and agents, from and against any and all claims, causes of action, liabilities and consequences (including reasonable attorney's fees) which arise directly from Intellectual Property infringement and/or any breach of this contract, and/or any negligent or wilful act, omission or misconduct, of and/or by the Purchaser and/or any of its personnel or agents or sub-contractors. Notwithstanding anything to the contrary contained herein, the obligations of the Purchaser to indemnify John Deere shall survive the expiry or earlier termination of this contract. It being clearly understood that the Purchaser's obligations to indemnify John Deere hereunder shall include without limitation, paying John Deere for any reasonable cost and expenses incurred in connection with any claim, suit, proceeding or summons that may be instituted.
19.	The Purchaser should submit a statement at the end of every month showing the payments made and lifting of material with relevant documents including but not limited to Demand Draft, Delivery Notes. The Purchaser's vehicles for lifting Materials should arrive in the factory before 09:00 A.M. on the working days and loading will be permitted till 03:30 P.M.
20.	The Purchaser shall be responsible for the conduct and discipline of its staff deployed at John Deere site. The Purchaser shall abide by all the rules and regulations applicable and shall indemnify the John Deere against any loss or liability suffered on account of non-compliance of any of the rules and regulations, as may be applicable. The Participant/Purchaser shall be liable for any claims arising out of death or personal injury or damage to any property whether that of John Deere or any third party property arising from its act or omission or negligence or for misrepresentation. The Purchaser personnel working at John Deere site shall observe safety and environmental rules and regulations & ensure safe working while executing the contract. The Purchaser will ensure that all the Purchasers personnel should be covered under Employees Compensation Insurance Policy including sub contractor's personnel working at the site for compliance of various laws like Factories Act, Minimum wages Act, Employees compensation Act, ESI Act, Provident Fund Act and such other acts as are applicable at site. On a daily basis completion of work including of materials / machines / equipments, the area must be thoroughly cleaned for proper housekeeping any pit, sump etc. either filled or open (for any such pits / sump etc. to be allowed to remain open, prior permission would have to be obtained by the Purchaser from the safety groups well in advance) should be barricaded if required as prescribed. Any violation of safety norms by the Purchasers will attract penalty and the amount of penalty decided by the John Deere will be final. The Purchasers must forthwith deposit this amount before continuing with any activity relating particular lot including removal/lifting otherwise the amount shall be deducted by the John Deere from the Security Money/ EMD.

21.	Purchaser's personnel shall take adequate care and caution to avoid injury / harm to themselves or other workmen employed or working at site. In the event of any accident to any personnel, the Purchaser shall be totally responsible for the taking care of them and settling any of their claims in this regard. The Purchaser should ensure that the workmen engaged by him use PPEs (personal Protective equipment's) appropriate for the nature of work identified list of PPEs generally in use are safety helmet, safety shoes, goggles and gloves, apron, nose mask sleeves as applicable.
22.	The Purchaser's personnel shall take adequate care and caution and shall not cause any damage to John Deere property, equipment's and material. In case of failure to do so, cost of rectifying such part/ portion of above shall be recoverable from the Purchaser.
23.	As per Environment Protection and allied enactment, rules and regulation some Material included in the lot may be classified as hazardous wastes and would be permitted for sale or auction by John Deere only to PCB or MOEF authorized party, as the case may be, On commercial acceptance the Purchaser will be required to comply with all environment related documentation before due date for payment as indicated in the sale letter or such extended period of payment with penalty as indicated in the tender / auction terms and conditions. In the event of failure to comply with this requirement, Purchaser will be liable to forfeiture of earnest money. It will be Purchaser's responsibility to ensure comprehensive compliance of the principal requirements under the Environment Protection and allied enactment, rules and regulation including Central & State Pollution Control Board regulations, Hazardous Waste Rules 1989 and any other statutory requirement for the appropriate handling, transport and disposal of the Material collected from our premises. The Purchaser should have valid license/ approved issued by Govt. authorities for handling such Material. Used Oil categories & Batteries scrap shall be sold to the Purchasers who produce proof of the necessary registration as "ACTUAL USER" with MoEF/ CPCB/ SPCB/ PCC Govt. of India as applicable.
24.	The Purchaser is required to lift the allotted Materials against full payments (inclusive of all taxes, duties or govt. levies, as the case may be) in advance. The official payment receipt will have to be presented by the Purchaser to John Deere's Accounts in charge who will authorise clearance of suitable quantity. In case of shortfall in the amount, for whatever reason, the John Deere, at his discretion can detain/offload the truck till such shortfall is made. Any payments by Cash will not be accepted.
25.	<p>The Purchaser 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 John Deere. The Purchaser shall ensure that the transportation for lifting of the Materials arrive on time, the clearance of the Materials are as per the requirements and to the satisfaction of John Deere in accordance with adherence to the time slot available for such uplifting.</p> <p>In case any Purchaser 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 Interest free Earnest Money Deposit etc. and the balance lot will be disposed of by John Deere as it deems fit.</p>
26.	Purchaser agrees that it will not bribe or attempt to bribe any government officials or employees, public international organizations, political parties, or private individuals or entities. Purchaser acknowledges and agrees that it is familiar with the anti-bribery laws in India (which may include laws promulgated under the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials ("OECD Convention") and the UN Convention Against Corruption ("UN Convention")), and also with the U.S. Foreign Corrupt Practices Act ("FCPA"), currently found at http://www.usdoj.gov/criminal/fraud/docs/statue.html or, if that link changes, it can be located through the U.S. Department of Justice's general web site (http://www.usdoj.gov/). Without in any way limiting the foregoing, the Purchaser agrees that it (including all of its employees, agents and affiliates) shall not offer, give, promise to give, or otherwise authorize the giving of money or anything of value to government officials or employees, public international organizations, political parties, or private individuals or entities in violation of the Prevention of Corruption Act, 1988, FCPA, OECD Convention, UN Convention. The Purchaser agrees that its books, records, and accounts shall accurately reflect any and all payments by and transactions of the Purchaser, and that the John Deere shall have the right to periodically audit the Dealer's books and records. If the Purchaser discovers that it (including any of its employees, agents or affiliates) has violated any of the provisions in this Section, the Purchaser shall immediately notify the John Deere and cooperate with any investigations by the John Deere.

27.	The Purchaser agrees that in addition to the John Deere's termination rights otherwise set forth in this Agreement, the John Deere may immediately terminate this Agreement in the event of a violation of this provision by the Purchaser and, further, the John Deere shall not be required to make any payments to the Purchaser that might be otherwise due from the John Deere if such payments are related to a transaction in which the Purchaser has violated this Section.
28.	In the event of the Purchasers committing any breach of the terms and the conditions and / or fail to satisfactorily execute the contract, John Deere reserves the right to terminate the contract and forfeit the Security & other deposits. John Deere in its discretion may withdraw any auction or any event or terminate any contracts / arrangement without notice, without assigning any reason and without any compensation whatsoever, at any point in time. Any EMD or any monies paid by the Bidder/Purchaser in furtherance to the bid or any agreement will be returned to the Participant by John Deere within ____ days of the withdrawal or termination.
29.	John Deere 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 John Deere'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, non -availability of any documents, process of document regularization or delay in any process of documentation or otherwise or for any other reason or any circumstances which are beyond the reasonable control of the John Deere. Should John Deere so determine, John Deere shall be entitled at any time without notice to the Purchaser to cancel any contract, the performance of which is likely to be delayed by any of the cause aforesaid and in such cases, the Purchaser shall have no claim upon the John Deere 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.
30.	John Deere and all the parties connected to the John Deere hereby expressly exclude all representation, warranties and covenants and other terms which might otherwise be implied by law and any claims or liability for any direct, loss, expenses or indirect or consequential loss or damage incurred in connection with the Auction, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data or loss of good will, or for any other loss or damage of any kind, however arising and whether by tort (including negligence) or otherwise even if foreseeable.
31.	These Terms forms the entire Agreement between the Parties and shall override and prevail upon any other terms and conditions whether contained in any prior communication or in other documents on the subject matter. In the event of any contradiction or inconsistency in any terms and condition in any other document on the subject matter the terms and conditions in this Agreement will override and prevail upon any other terms and conditions.
32.	Any dispute arising out of these Terms shall be subject to the jurisdiction of the Courts in Pune.
33.	It is expressly clear that no complaint in any manner whatsoever will be raised by < Name of Participant/Purchaser> in any manner with respect to the process of the auction or grant of the contract or with respect to the Material or documentation thereof and the Purchaser shall keep John Deere saved, harmless and indemnified against all cost, risk and consequences, if any in this regard. EACH PARTICIPANT/PURCHASER HEREBY RELEASES JOHN DEERE AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, BROKERS AND AGENTS ("REPRESENTATIVES") FROM ANY AND ALL CLAIMS THAT ANY SUCH PARTICIPANT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST JOHN DEERE OR ANY OF ITS REPRESENTATIVES FOR ANY LOSS, COST, RISK, CONSEQUENCES, DAMAGE OR INJURY RESULTING FROM OR RELATING TO ANY ERRORS, OMISSIONS OR OTHER CONDITIONS, IRRESPECTIVE OF THE FACT WHETHER THIS WAS IN THE KNOWELDGE OF THE PARTICIPANTS OR PURCHASERS IN RELATION TO THE AUCTION INCLUDING THAT OF THE PROCESS OF THE AUCTION, MATERIAL OR RELATED DOCUMENTATION.
<p>I have read and understood all the above terms & conditions tendering process and execution of contract and confirm to abide by them and has signed this document in acceptance and agreement of these Terms.</p> <p>NAME-</p> <p>SIGNATURE-</p>	

Used Hot water Generator Unit details –

1. Make-Thermax
2. Model – ATH-15/G/M/50
3. Fuel – LPG/PNG
4. Capacity- 1500000 Kcal/Hr.
5. Year of Mfg. – 1999

