

	
<b>ON BEHALF OF</b>	<b>ONLINE AUCTION CONDUCTED BY</b>
<b>BHARAT FORGE LTD, E 1/1 MIDC BARAMATI (MAHARASHTRA) 411133.</b>	<b>SHANKAR RAMCHANDRA AUCTIONEERS PVT LTD, 128 Mahatma Gandhi Road, Camp Pune-411001</b>
<b>E AUCTION WILL BE HELD ON 21/09/2023 FROM 11:00 A.M. ON WARDS ON THE WEBSITE. <a href="http://www.srauctioneers.co.in" style="color: white;">www.srauctioneers.co.in</a></b>	
Name Of The Seller:	BHARAT FORGE LIMITED
<b>Material will be sold on Arising &amp; Arranged Basis &amp; "ON NO COMPALINT &amp; AS IS WHER IS BASIS " INSPECTION AT BELOW PLANT</b>	
Plant Address:	<b>BHARAT FORGE LTD, E 1/1 MIDC BARAMATI (MAHARASHTRA) 413133.</b>
Inspection Date & Time for Plant :	<b>18<sup>th</sup> To 20<sup>th</sup> SEP 2023 From 10:00 a.m. to 4:00 p.m. COVID 19 RTCPR TEST COMPUSARY, FROM PRIVATE LAB, VALID - CERTIFICATE TO BE GIVE ONE DAY PRIOR TO INSPECTION</b>
Last Date of Submission of Participation fee :	<b>20<sup>TH</sup> SEP 2022 upto 05:00 p.m. at the Office of Shankar Ramchandra Auctioneers Pvt Ltd. 128 Mahatma Gandhi Road Camp Pune- 411001</b>
<b>Participation Details</b>	
Demand Draft /Pay order in the name of :	BHARAT FORGE LIMITED PAYABLE AT PUNE
<b>IMPORANTAT NOTE</b>	
1.	Kindly make entries in register at plant during inspection of the material.
2.	No Participation in Auction will be allowed without submitting participation fee.
3.	Please refer to terms & conditions of auction before bidding.
4.	For the labours employed, Winning Bidder will have to take out Workmen compensation policy & also pay up for their Provident Fund.
5.	Under age labours below 18 will be not permitted to work.
Email id	<a href="mailto:info@srauctioneers.co.in" style="color: blue;">info@srauctioneers.co.in</a> <a href="mailto:admin@srauctioneers.co.in" style="color: blue;">admin@srauctioneers.co.in</a>
Contact Person	Sunny Waje : [91] 8956132123
<b>IMP NOTE</b>	
<b>The Person / Firm / Company whose behalf participation fee is received, the same will be registered and password &amp; Login id will be issued on the same name, different name will not be registered in case of proprietorship firm the proprietor will have to submit relevant documents.</b>	

## E AUCTION CATALOGUE

DATE	21/09/2023
E AUCTION STARTING TIME	11:00 A.M.
E AUCTION END TIME	12:00 P.M. Unlimited Extension. Auto extension of 3 minutes after receiving the last. If no bid is received within 3 minutes of the closing time, this auto extension will automatically get over as per the time displayed on our bidding site.
WEBSITE	<a href="http://www.srauctioneers.co.in">www.srauctioneers.co.in</a>
E AUCTION ID	BFL4468
PARTICIPATION AMOUNT	Rs. 2,55,000/-

ALL THE MATERIAL WILL BE SOLD ON "AS IS WHERE IS BASIS" &amp; ON "NO COMPLAINT BASIS"

LOT NO.	DESCRIPTION OF MATERIAL	APPROX QTY	LIFTING	GST %	TDS %	PARTICIPATION FEE
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## MATERIAL LYING AT BARAMATI PLANT

[ARISING PERIOD 01-10-2023 TO 31-12-2023]

LOT NO.	DESCRIPTION OF MATERIAL	APPROX QTY	LIFTING	GST %	TDS %	PARTICIPATION FEE
B06	SCRAP CARBIDE INSERT WITH HOLE	0.500 M.T	AS PER REQUIRMENT	AS APPLICABLE		Rs. 15,000/-
B07	HSS CUTTING TOOLS SCRAP MIX	0.400 M.T.				Rs. 10,000/-
B08	SCRAP SOLID CARBIDE	0.400 M.T.				Rs. 10,000/-
B09	SCRAP PLASTIC ARTICLES	4 M.T	AFTER GENERATION OF 200 KGS			Rs. 10,000/-
B10	SCRAP GRINDING WHEELS	30 M.T	AFTER GENERATION OF 500 KGS			Rs. 50,000/-
B11	SCRAP BAND SHAW BLADE	1 M.T	AS PER REQUIRMENT			Rs. 5,000/-
B12	SHOT BLASTING DUST	140 M.T	AFTER GENERATION OF 8 M.T.			Rs. 30,000/-
B13	SCRAP PLYWOOD	60 M.T	AFTER GENERATION OF 2 M.T.			Rs. 20,000/-
B14	SCRAP POLYTHINE WASTE	10 M.T	AFTER GENERATION OF 500 KGS.			Rs. 20,000/-
B15	WOODEN SCRAP	60 M.T	AFTER GENERATION OF 3 M.T.			Rs. 20,000/-
B16	FORKLIFT & OTHER TYRES WITH & WITHOUT RIMS	40 Nos.	AFTER GENERATION OF 10 NOS			Rs. 5,000/-
B17	COPPER SCRAP	0.300 MT	AS PER REQUIRMENT			Rs. 10,000/-
B18	SCRAP CORRUGATED BOXES	25 M.T	AFTER GENERATION OF 1 M.T.			Rs. 15,000/-
B19	SCRAP WELDING SLUG	1 M.T	AS PER REQUIRMENT			Rs. 10,000/-
B20	SCRAP CIRCULAR BLADE	3 M.T				Rs. 10,000/-
B21	SCRAP M S BINDING WIRE/PACKING STRIP	5 M.T				Rs. 10,000/-
B22	SCRAP M.S. CANS/USED AEROSOLE TINS	0.300 MT				Rs. 5,000/-

### IMP Note

**For Lot No.B18 CORRUGATED BOXES dismantling the bottom pallet attached with corrugated box & keeping wooden/ply separately with proper manner.**

<b>IMP Note</b>	
1	Participation fee of successful bidder will be refunded only after getting clearance from BFL that the bidder has completed delivery of the material.
2	The quantity mentioned in the catalogue is approximate, successful bidders has to take the full delivery of the material what is generated during the contract period. If the bidder fails to lift the material generated during the contract period his EMD and participation fee will be forfeited and will not be allowed to participate in any BFL auctions henceforth.
3	H1 Bidder have to furnish the recycling declaration certificate at the end of contract period.
4	Mobile phone not allowed in company premises.

**BIDDER REGISTRATION FORM**

DATE :														
NAME OF THE FIRM :														
ADDRESS :														
CONTACT No.														
LAND LINE WITH STD CODE														
EMAIL ID :														
GST NO :														
PAN NO :														

**PLEASE ENCLOSE XEROX COPY OF GST CERTIFICATE & PAN CARD**

**IMP NOTE**

The Person / Firm / Company whose behalf participation fee is received, the same will be registered and password & Login id will be issued on the same name, different name will not be registered in case of proprietorship firm the proprietor will have to submit relevant documents.

**BANK DETAILS**

BANK NAME														
ACCOUNT NAME														
ACCOUNT NO :														
IFSC CODE :														
BRANCH NAME :														
HAZARDOUS WASTE CERTIFICATE :	BURNT OIL	<input type="checkbox"/>	E-WASTE	<input type="checkbox"/>	LEAD ACID BATTERY	<input type="checkbox"/>								

**PLEASE ENCLOSE XEROX COPY OF PASSBOOK & CONSENT THE ABOVE**

NAME OF THE PERSON THE BIDDING ON BEHALF OF THE FIRM/COMPANY: & DESIGNATION														
SIGNATURE & SEAL														

**BIDDER PARTICIPATION DETAILS**

NAME OF THE FIRM/COMPANY :	
UTR / DD NO & DATE :	
AMOUNT Rs.	
BANK NAME :	

**BIDDER WILL BE ISSUED SINGLE LOGIN & PASSORD FOR THE REGISTERED LOTS**

**IMPORTANT NOTE:**

**1] BIDDERS ARE REQUESTED TO GIVE THEIR PAN NO. AND GST NO.**

**SELECT LOT/S FOR BIDDING √**

LOT NO.	PARTICIPATION FEE	SELECTION √	LOT NO.	PARTICIPATION FEE	SELECTION √	LOT NO.	PARTICIPATION FEE	SELECTION √
		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>

This participation fee is refundable without any interest, however would not 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. For Selected lot/lots EMD should be paid within Five days from the date of acceptance of your Bid. For payment of EMD no extension will be granted.

NAME OF THE PERSON THE BIDDING ON BEHALF OF THE FIRM/COMPANY : & DESIGNATION	
SIGNATURE & SEAL :	

**IMP Note**

1	Participation fee of successful bidder will be refunded only after getting clearance from BFL that the bidder has completed delivery of the material.
2	The quantity mentioned in the catalogue is approximate, successful bidders has to take the full delivery of the material what is generated during the contract period. If the bidder fails to lift the material generated during the contract period his EMD and participation fee will be forfeited and will not be allowed to participate in any BFL auctions henceforth.
3	H1 Bidder have to furnish the recycling declaration certificate at the end of contract period.
4	Mobile phone not allowed in company premises.

**BIDDER AGREEMENT**  
**AGREEMENT WITH BIDDER FOR THE ONLINE AUCTION NO : BFL4468 ON BEHALF OF BHARAT FORGE LTD, THIS IS ONLY APPLICABLE**  
**FOR THE BIDDERS WHO HAVE REGISTERED & PAID PARTICIPATION FEE FOR THE E AUCTION**

**THIS AGREEMENT IS SIGNED ON :-\_\_\_\_\_ ( "EFFECTED DATE")**  
**SHANKAR RAMCHANDRA AUCTIONEERS PVT LTD ,**  
**(HEREIN REFERED AS SRAPL) 1<sup>ST</sup> PARTY**  
**AND**

**(HEREIN REFERED AS BIDDER) 2<sup>ND</sup> PARTY**

The purpose of this agreement is to confirm that the bidder is authorized to bid in the online Auction being conducted by SRAPL. Pune for the material of the "SELLER" **"-(OF BHARAT FORGE LIMITED) ,** herein as referred as **" BFL"**)

**THE FOLLOWING FOR THIS PURPOSE**

1.	The bidder has read & understood the Online Auction Catalogue being conducted on <a href="http://www.srauctioneers.co.in">www.srauctioneers.co.in</a> . Inspection, Terms & Condition of Online Auction, details of material put to Online Auction, the basis of bidding, the bidding procedure, contract particulars etc.
2.	All the information pertaining to weight, condition, etc which has been mentioned in the "Online Auction" Catalogue By SRAPL, is to the best of its knowledge. The bidding basis will be ARISING BASIS" & on "NO COMPLAINTS" & "ON AS IS WHERE IS BASIS" . The bidder is deemed to have inspected the material put For "ONLINE AUCTION" & satisfied himself about the quality, quantity & location of material put to auction.
3.	<b>PARTICIPATION FEE:</b> The Participation fee for all the lots is <b>Rs. 2,55,000/- (Rupees only)</b>
4.	The bidder deposit will carry no interest on it. The Participation fee should be in form of DD/Payorder drawn in favor of <b>BHARAT FORGE LIMITED</b> Payable at "PUNE" .
5.	The bidder agrees to accept the LOGIN ID & PASSWORD issued to him on <b>21/09/2023</b> after The start of auction. The bidder has read & understood the bidding process on <a href="http://www.srauctioneers.co.in">www.srauctioneers.co.in</a> website.
6.	Participation /Entry fee of unsuccessful bidders will be refunded after the declaration of auction results.
7.	All the above documents mentioned in the bidder registration form shall be submitted to SRAPL office Pune on or before <b>20/09/2023 by 05:00 P.M.</b> Documents received after the above mentioned due date will not be accepted, & it will be the sole responsibility of the bidder.
8.	All correspondence will be done to the office address of SRAPL ie 128 Mahatma Gandhi Road Camp Pune- 411001 & e mail address <a href="mailto:admin@srauctioneers.co.in">admin@srauctioneers.co.in</a> .
9.	On Declaring the highest bidder in the Online Auction the successful bidder will have to deposit 100% (as the case maybe) EMD within 02 days in form of RTGS/NEFT DD/Pay order in favor of <b>"BHARAT FORGE LIMITED"</b> Payable at " PUNE .
10.	The bidder agrees to accept the LOGIN ID & PASSWORD issued to him 1 hour prior to the auction. And that he has read and understood the bidding process on the <a href="http://www.srauctioneers.co.in">www.srauctioneers.co.in</a> platform. And that it would be his responsibility in case he does not prefer to change the password on receipt.
11.	The Bidder authorizes <b>SRAPL/BFL</b> to forfeit his participation fee in case the bidder fails to pay the 25% EMD for the lot which he is the Highest Bidder .The bidder agrees to honor his bid/bids, if the material is offered to him, for the validity period, after the declaration of the auction results. Failure to do so will forfeiture of the bidders participation/caution money. On winning the lot in the auction bidder ( H 1 ) confirms that the 100% EMD will be made by bidder ( H 1 ) within 02 days in form of DD/Pay order in favor <b>"BHARAT FORGE LTD."</b> Payable at " PUNE"
12.	Bidder agrees to compensate <b>SRAPL/ BFL</b> the loss in the transaction it may suffer in case of back out/non performance by the bidder to the terms & condition of this agreement. The bidder also agrees that the total participation fee paid by him will stand forfeited in case he backs out of the bid or refuses to honor his bid.
13.	The bidder confirms compliance to the procedure of balance payment to be made to the Seller as defined in the auction catalogue.
14.	The bidder hereby confirms that the refund of the deposit should be in the name of the Company as mentioned above.
15.	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 SRAPL.
16.	<b>Auctioneer/BFL</b> will have right to re auction the unsold lots after the auction gets over and the bidder will have no objection to the same.
17.	In the event of any doubts arising after the auction event, the software recorded shall be treated as final.
18.	The bidder is hereby legally bounded to have accepted the price as per the bid in the software record maintained by SRAPL. If approached by SRAPL as the winning bidder, the bidder shall honor the down payment procedure. Further the successful bidder authorizes <b>SRAPL</b> to forward the participation fee as part payment of EMD to <b>BFL</b> if required and pay the balance amount of EMD if any to <b>BFL</b>
19.	SRAPL shall not be responsible for any loss of bidding opportunity to the bidder on account of infrastructure, hardware, Internet speed, local ISP services or power problems at the bidders end. However, SRAPL encourages the bidder to immediately get in touch with the nearest market place of SRAPL and report the problem, during the bidding, to request for time extension or other help.

20.	SRAPL shall flash important messages during the auction in the bidding screen. The bidder is responsible for the seeing and understanding the message. The bidder for any clarification can seek SRAPL market –maker help on the same. The auction message are deemed to be a part of the catalogue.
21.	SRAPL reserves the right to alter and inform the contents of the catalogue before the start of the auction. The catalogue posted on <a href="http://www.srauctioneers.co.in">www.srauctioneers.co.in</a> during the auction period would be treated as final one. The bidder shall be responsible for checking for any update as might arise prior to the start of the auction.
22.	The bidder shall be bidding on the basis of the commercial terms and conditions as mentioned.
23.	The bidder understands the right of bidding for this auction is reserved in case of observed irregularities which can affect the bidding process, the bidder will be disabled. SRAPL shall have final authority in this matter.
24.	The bidder has received and accepted the terms and conditions given in the catalogue, issued upon signing this agreement.
25.	It is mutually understood and agreed that the laws of the Union of India shall govern this agreement, Without reference to its Conflicts of law provisions. The court of Pune shall have exclusive jurisdiction relating to any proceedings arising out of this agreement.
26.	Auctioneer reserves the right to extend the timing of e auction and can even re auction unsold lots on the same day. The bidder agrees to keep himself posted on the same by being in touch with the SR auctioneer.

**AGREED TO BY,**

**BIDDER SIGNATURE & SEAL**

<b>BHARAT FORGE LIMITED</b>	
<b>TERMS AND CONDITIONS OF AUCTION SALE</b>	
<b>1) DESCRIPTION OF MATERIAL :</b>	
1A.	The material be disposed of on "As is where is" basis and in wet, Dry or Rusty condition. No complaints whatsoever will be entertained after the bid is made and it will be expressly, understood that the purchaser has fully satisfied himself regarding the quality, condition of the available material before bidding. The disposable materials are normally kept in the scrap yard in open space and the Company will not be in any manner responsible for any damage/deterioration of the material.
1B.	The number, quantities or tonnage and nature of material given in the catalogues are only indicative and the material will be sold without any regard or consideration to this numbers/ tonnage of materials and no warrantee shall be implied.
1C.	The participating bidder will have to pay participation fee as indicated against each lot in the catalogue in the form of DD/pay order in favor of <b>BHARAT FORGE LTD</b> ; In case of successful bidder the said participation fee will be adjusted against the Earnest Money Deposit of that particular lot and the balance amount of EMD will be paid in the form of <b>RTGS/DEMAND DRAFT/PAYORDER only</b> . If the successful bidder fails to pay the Earnest Money Deposit , then his participation fee will be forfeited and he will have no claim whatsoever on the said lot and MIL will be entitled to deal with it in whatsoever manner it may deem fit. In case of unsuccessful bidder the said participation fee will be returned. Please note the participation fee will bear no interest
1D.	The participating bidder will have to download the entire form from the website <a href="http://www.srauctioneers.co.in">www.srauctioneers.co.in</a> and submit the same after filling in the requisite information and signing on each and every paper of the form by way of acceptance of the terms and conditions
<b>2) PAYMENT TERMS:</b>	
<b>In case of successful bidder</b>	
2A.	Payment for lots costing less than Rs. 5,000/- (Rupees Five Thousand only) should be made in full by cash/DD within two days from the date of receipt of allotment letter issued by the auctioneer.
2B.	Earnest Money Deposit or security Deposit or participation fee will bear no interest.
<b>FOR ARISING LOTS:</b>	
2C.	Cash/D.D. payment of 10% of sale value towards Earnest Money Deposit must be made within THREE days from the date of receipt of allotment letter issued by the auctioneer. If on the receipt of intimation letter from auctioneer the highest bidder fails to pay earnest money required as per clause no.2 G, the participation fee paid by the bidder will be forfeited ,the bid shall forthwith be cancelled and lot re-auctioned. The defaulter however will not be allowed to participate in further auctions of MIL and he will be blacklisted
2D.	The stores must be removed by successful bidder as per the schedule announced by the company against the full payment by DD/RTGS ONLY for the available material, including all taxes wherever applicable. For this purpose the successful bidder should contact the Company's concerned authority every week to ascertain the quantity available for lifting in the scrap yard.
2E.	E.M.D. will not be adjusted against the periodic deliveries taken but will be returned to the purchaser after he removes the entire scrap offered to him during the period of contract and to the entire satisfaction of the Company. Excess quantity to be lifted. <b>Area to be cleared</b>
<b>FOR ARRANGED LOTS:</b>	
2F.	Payment not less than 100 % of the sale value towards Earnest Money Deposit must be made within two days from the date of receipt of allotment letter issued by the auctioneer in the form of DD/RTGS ONLY to <b>BHARAT FORGE LTD. WITHIN 2 DAYS</b> , the details of which will be given to the successful bidder.
2G.	The balance 75%of the sale value must be paid <b>within 10 days</b> from the date of auction, excluding the day of Auction in the form of DD/RTGS ONLY into the Company A/c the details of which will be given to the successful bidder. In case of failure to pay this balance amount within the time limit granted by the Company. (10 days stipulated as par this terms & conditions plus extension if any granted by company in special case) the participation fee will stand forfeited.
2H.	If on the receipt of intimation letter from auctioneer the highest bidder fails to pay earnest money or full payment required as per clause no.2A or 2C above, the bid shall forthwith be cancelled, the participation fee paid by the bidder will be forfeited and lot re-auctioned. The defaulter however will not be allowed to participate in further auctions of MIL and he will be blacklisted
<b>3. TAXES &amp; DUTIES</b>	
3A.	GST or any other taxes, duty ,levy as applicable will be charged extra. ANY OTHER DUTY if applicable will be charged extra. However, for convenience sake bid would be <b>exclusive</b> of all taxes and duties.
3B.	All GST , and all 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 purchaser with the Company, along with the purchaser 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 Company will have a right to call upon the purchaser to make such provision as the Company 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 Company will have the right to call upon the purchaser to pay such amount as may be due whenever the company finds that it has omitted to charge or the Company becomes liable to pay higher charge as a result of decisions or announcements by Government or/ and other competent authority. Even though the full value of the materials may have been cleared from the Company's work, the Company shall be entitled to recover the amount or amounts that might at any time become payable by the company to the purchaser on any accounts whatsoever.



<b>4. DELIVERY OF SCRAP MATERIAL:</b>	
4 A.	The purchaser will make his own arrangement for weighments, loading & transportation of the Scrap from Company's premises. He will not be entitled to claim any. Facility or assistance in this regard. The material sold on weight basis will be weighed on Company's weight-bridge in the presence of Company's representative. The weights recorded on the weighbridge will be final and binding on both parties. No complaints in shortage in the weight will be entertained
4 B.	The delivery of the material shall be given to the person whose name and signature appears on the allotment letter. In case the original purchaser wishes to take the delivery of the material through his agent/representative, then he must issue a letter of authority authorizing his agent/ representative to take delivery. This letter of authority must be presented to the officer concerned. The officer concerned may in his discretion decline to act on any such letter of authority. It will be for the purchaser to satisfy the officer concerned its genuineness. The company will not be responsible in any manner if the material is delivered to the wrong person while delivering material to such persons. No claims will be entertained by the Company on any account in such matter
4 C.	The purchaser is not entitled to chose or pick up 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 Company Officers.
	The purchaser is not allowed to lift any other material than the material described in the lot even if such material is found in Scrap Yard at the time of taking delivery. The material other than that has been described in the lot but found in Scrap Yard is belonging to the Company should not be lifted as Scrap. In case any successful purchaser is found collecting material belonging to Company willfully, severe action may be instituted by the Company against such person. This may include even lodging of Police Complaint
4 D.	<b>THE DELIVERY WILL BE EFFECTED DURING WORKING HOURS 09:00 A.M. TO 03:00 P.M. ONLY (EXCEPT THURSDAY ( FOR PUNE PLANT) &amp; PUBLIC HOLIDAYS).</b>
4 E.	The Purchaser should obtain the payment clearance certificate and take delivery order prior to taking actual delivery of scrap.
4 F.	Re-Sale will not be recognized and Release Order will be made out in the name of actual successful purchaser only.
4 G.	No transfer of amounts from one party to another party will be allowed
<b>5.FORCE MAJEURE CLAUSE:</b>	
5A	Company shall not be liable for non performance of any contract either wholly or in part not for any delay in performance resulting from time to time in cases beyond the Company's control including fire, strikes, go slow, lock-out, closure, pestilence, epidemic, floods, accidents, damage or requirements of Government Force or any circumstances beyond the control of Company whether directly due to or in consequence of the said cause or not the existence if such cause or consequence shall operate to the extent of the time on the part of Company by such period as may be necessary to enable the Company to effect performance after the cause of the delay shall have ceased to exist. Should Company so determine 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 Company 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 will the provision of this clause abrogate or limit the effect of any other clause mentioned in these terms & conditions.
5 B.	In case any purchaser purchases a lot and after making full payment removes the part of the lot & fails to remove the balance lot and then, in that case, after the stipulated time is over (including the extension granted, if any), the lot will be treated as abandoned and whatever money is paid for the lot will be forfeited along with the E.M.D. & the balance lot will be disposed of by the Company as deemed fit.
<b>6.GENERAL:</b>	
6A.	The highest auction bid will be subject to approval of the 'Committee' appointed by the Company which will supervise the E auction sale proceed and reserve the right to accept or reject the highest bid without declaring any reasons whatsoever. Such decisions will be given on the spot at the time of auction.The Company 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 persons without assigning any reasons for such refusal.
6B.	Deliveries will be made only during working hours on working days. The material auctioned shall in every respect remain at the risk of the auction purchaser from the day of auction and Company shall not accept any liability for the safe custody of preservation, thereof from that date.
6C.	The general conditions of goods against all lots of the list shall be treated as Scrap/Unserviceable lots and condemned unless otherwise specifically mentioned against the items or lots.
6 D.	In case where Company proposes to auction any particular items or items of stores by weight or number and not on lot basis announcement to that effect shall be made before such stores are to be auctioned. The bid in such cases shall be for each number or units or weight.
6 E.	Lots auctioned must be cleared within the stipulated period to the extent of materials available. Partial lifting will not be permitted.
6 F.	Successful execution to the contract will mean complete of the lots sold form specified location.
6 G.	Purchasers are warned that any attempt to misuse Gate pass, chalans authorising delivery, or any such documents will liable them to serious penalties or such other auction as may be open to the Company. The purchaser should therefore ensure that, important documents relating to the sale are in the custody of trustworthy & responsible persons.
6 H.	The lot sold must be cleared within the stipulated period as stated in Clause No. 2(e). If the successful purchaser at any stage either neglects or refuses or is unable to take delivery of the materials for any reason whatsoever within the prescribed time or the performance of the purchaser is unsatisfactory. The Company will have the right to terminate the contract and forfeit EMD amount and claim such further losses and damages that may be caused to Company by such breach. The decision of the Company regarding satisfactory performance or otherwise will be final and binding on the purchaser and such lots in questions shall be resold by the Company without any further reference to the Purchaser.

6 I.	In addition , if the bidder fails to lift the quantity or the quantity generated as the case maybe by the end of each month during the contract , then the company reserves the right to sell such accumulated quantity to any person and any loss that the company may suffer by way of lesser rate will be recovered from the EMD of successful bidder.		
6 J.	Normally no gas cutting/cutting of the material will be allowed. However, in case where it is found that without such facility the removal of the material is impossible, such gas cutting/cutting may be considered on specific request of the purchaser depending upon the merit of the case keeping the safety angle in view and will be at the sole discretion of the Company. Only safe oxy-acetylene gas cutting will be allowed with the permission of the Company. If the material is required to be shifted for cutting, the charge of shifting & cutting will be borne by the Purchaser.		
6 K.	Once the goods/ material are taken out of the factory, the purchaser will be solely responsible for all sorts of claims like shortage, missing parts, damage, accident, loss of material etc;		
6 L.	Purchaser and his men are subject to the security rule of the Company in force while the purchaser is in the Company's premises. The purchaser, his men or his representative shall not commit any nuisance, theft or indulge in any anti social activities in the Company's premises . The purchaser shall be liable for the good conduct, safety and discipline of his Workmen. In case of any such activity delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.		
6 M.	While taking delivery of the material the purchaser shall be responsible for any damage that may be done to premises/fittings of the Company in the course of removing the lot or lots purchased by them. The Company may at its discretion arrange to make good such damages and the purchaser shall pay for the same on demand. If such payment is not made on demand, the Company may forfeit the EMD/ Security Deposit or may stop delivery of the material till payment is made.		
6 N.	The Company will not at any time be responsible for any injuries caused due to accident within its premises either to the purchaser or is representative/labour etc and the purchaser will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the purchaser to provide necessary safety devices to the labour who are engaged in loading the materials.		
6 O.	If any accident or damage to the property /life etc occurs by reason of any act of negligence/omission/default or non-compliance with any of the terms and conditions or statutory regulations or rules and regulations applicable within the Company's premises ,on the part of purchaser /representative or employees, resulting in death or injury to any persons or damages to the property of the Company or any third party , then in such an event the buyer will have to pay compensation to such person including the employees of the Company for such accident/injury/death or damage caused to their employees or to any of the Company's employees or to others or to the Company's property. The purchaser will shall in any event keep the Company fully indemnified from any demand , claims or proceedings thereof.		
6 P.	The purchaser must have consent from SPCB to operate under Section 26 of the Water ( Prevention and Control of Pollution ) Act 1974, under section 71 of the Air (Prevention and Control of Pollution) Act 1981 and authorization under Rule 5 of the Wastes ( Management and Handling) Rules 2000,2003 whichever is applicable to you		
6 Q.	The purchaser will strictly follow the guidelines of transportation of Hazardous Waste as stipulated by CPCB & MPCB.		
6 R.	Any deviation or shortfall noticed by the Company on the above points no P & Q will be viewed seriously to the extent of termination of contract and forfeiture of Earnest Money Deposit.		
<b>7. ABIDANCE BY COMPANY'S RULES AND REGULATIONS REGARDING SAFETY AND DISCIPLINE</b>			
7 A.	The purchaser, their servants and agents shall be required to abide by all specific/general regulations of safety and discipline within the Company's premises. The material will be handled by the Purchaser, 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 purchaser.		
<b>8. VALIDITY OF OFFER</b>			
8 A.	The bidder will have to keep his offer given for all his lots on the stipulated date through the website valid for a period of 30 days from the date of e auction		
<b>9.TERMINATION OF CONTRACT</b>			
<b>The Company reserves the right to terminate the contract at any time on the following grounds</b>			
9 A.	Unsatisfactory execution or performance of the contract by the purchaser.		
9 B.	For improper behavior of the purchaser or breach of the terms and conditions of the contract. Decision of the Company to terminate the contract shall be final & binding and no claim for damage and/or compensation shall lie against the Company.		
<b>10. ARBITRATION AND JURISDICTION</b>			
10 A.	All dispute and differences arising out of this auction shall be referred to the sole arbitration of Company or his nominee and the award of such arbitrator shall be binding on both the parties. The contract shall be subject to jurisdiction of Pune Court only.		
<b>I/WE HAVE READ THE ABOVE TERMS &amp; CONDITION OF E AUCTION SALE &amp; I/WE HEREBY DECLARE THAT WE WILL ABIDE BY THE ABOVE TERMS &amp; CONDITION</b>			
I/We Agree for the same	Signature :		Date :
	Name of the person :		Designation :
	Name of the firm/company		Seal :