AUTO CLUSTER DEVELOPMENT AND RESEARCH INSTITUTE

	E-Auction Sale Catalogue Online Auction Platform **Hari Ramchandra E-Auctioneers Pvt. Ltd.** Office Address:-Off. No. 207, Second Floor, Jai Chamber, Above Bikaner Sweets, Shivaji Roads, Swargate Pune- 411042. E Mail: hrauctioneers.com / Website: wwcw.hrauctioneers.com

H R Auctioneers is an authorized e-Auction service provider for Auto Cluster Development and Research Institute to obtain rates online through its website www.hrauctioneers.com The Sale & Purchase are made directly by Seller & Buyers (Bidder/s).

This is only for the purpose of intimation.

WILL SELL BY E AUCTION THE FOLLOWING SCRAP MATERIAL ON "AS IS WHERE IS BASIS" & ON "NO COMPLAINT BASIS"

As per schedule of programme given below.

SCHEDULE OF E-AUCTION

Inspection of Materials	30th March To 02nd April 2018. Between 10:00 AM to 05:00 PM. (Working Days Only)
Venue of Inspection	Auto Cluster Development and Research Institute "H" Block, Plot No. C-181, M.I.D.C., Chinchwad, Pune-411019.
Online E-Auction Date & Time	Tuesday, 03rd April 2018. 02:00 PM to 04:00 PM (for all the lots) for E-Auction.
AMOUNT OF PARTICIPATION FEE FOR ALL LOTS: by DD/PO.	Rs. 80,000/- for E-Auction for all the lots. By DD/PO favouring "HARIRAMCHANDRAEAUCTIONEERS (OPC) PRIVATE LIMITED" Payable at "Pune".
Mode of Payment	RTGS/ NEFT
Participation Fee	Participation fee can also be deposited through RTGS/NEFT with Hari Ramchandra E- Auctioneers Pvt. Ltd.as security
Participation Fee Collection Closes	At 05:00 PM on 2nd April 2018 at H R Auctioneer office.

To BID for LOT basis. The rate of VAT/ GST/ TCS or any other statutory levies surcharge etc. will be applicable extra and payable by the Buyer as prevailing on the date of actual physical delivery of Materials.

Payment and Delivery Details.

- When bids are accepted on higher bidder - 25% Earnest Money Deposit within 05 (Five) days, If EMD is not received within 5 days Participation fee will be forfeited & the successful bidder will be blacklisted from further auctions of Auto Cluster Development and Research Institute
- Balance to be paid within 10 (Ten) Working Days from the date of Acceptance of Bid.
- Confirmation of the bid Acceptance is from Auto Cluster Development and Research Institute.

Contact Details: **Auto Cluster Development and Research Institute**	Contact Details: **Hari Ramchandra E-Auctioneers Pvt. Ltd.** Mr. Haribhau Zurange Mob: - +91-9850753434. E-mail:- hreauctioneers@gmail.com

Special Conditions - Please refer material list.

Logon: www.hrauctioneers.com

IMPORTANT POINTS TO NOTE FOR ONLINE AUCTION MATERIAL: -

1.	Interested Bidders will submit their refundable participation fee along with Bidders Agreement duly filled, signed & stamped
2.	Participation for Hazardous Waste: The Bidders must have valid CONSENT OF CPCB/ SPCB for bidding and buying of Hazardous Waste. So also they must use Transporter authorized by CPCB /SPCB WHERE EVER REQUIRED, for all Hazardous waste category e.g. Used Oils, Coolants, Solvent/Thinner, Lead Acid Battery & other Hazardous waste/E-Waste/ Empty Drums/ Barrels/ Tins/Carbouys/ Buckets etc.
3.	Every Bidder must be submit the copy of PAN Card, GSTIN No. before commencement of e-auction with the Auctioneer.
4.	Online Auction will be run as per the schedule stipulated in e-Auction catalogue. All bidders are requested to refer to the final catalogue before bidding available on the website www.hrauctioneers.com
5.	The rate of VAT/ GST/ TCS or any other statutory levies surcharge etc. will be applicable extra mentioned below in the lot details and payable by the Buyer as prevailing on the date of actual physical delivery of Materials.
6.	The Auction Specific period and not for quantity. The quantity mentioned here below are approximate. It may increase or decrease. Auction will be conducted for Arranged lots (One time Material).
7.	All terms and conditions as mentioned in this catalogue will be adhered to and honoured by the successful bidders/buyers.

INSPECTION OF AUCTION MATERIAL AT SITE:

1.	The bidders should inspect Auction material and make themselves satisfied with respect to status, condition, quantity, quality, type & then only proceed with further actions like participation into e-Auction, submission of bids, etc. All Auction material is sold on As is Where is, Wet or Dry with No complaint & Area to be cleared basis. The seller reserves right to withdraw any lot/ material in full or in part without giving any reasons & not responsible for any financial or non-financial implications, if any.
2.	The bidders should follow all Safety Procedures & adhere to rules & regulations of Auto Cluster Development and Research Institute for entering the premises of site & inspection of Auction material. Auto Cluster Development and Research Institute would not be responsible for any accident, damage, loss or death and making compensation in any form to the representative of the bidders.
3.	Auto Cluster Development and Research Institute / Hari Ramchandra Auctioneers Pvt. Ltd. (HRAPL) shall be under no obligation to put up the lots singly or serially or in any particular manner and they reserve the right to withdraw any lots at any time during the period of Auction without assigning any reason thereof. Auto Cluster Development and Research Institute / Hari Ramchandra Auctioneers Pvt. Ltd. (HRAPL) may refuse to accept any bid from any person/ persons without assigning any reason for such refusal.

PARTICIPATION & PROCEDURE FOR E-AUCTION:

1.	Auto Cluster Development and Research Institute reserves right of participation into e-Auction.
2.	The bidders should submit requisite details along with participation fee before due date & time to HRAPL & complete registration procedure in all respects. The bidders should make themselves aware of change in declared date & timing if any by contacting HRAPL and/or visit HRAPL's website- www.hrauctioneers.com
3.	**Allotment of Password:** The bidders successfully registered with HRAPL would be given PASSWORD & LOGIN ID for participation into e-Auction. These would be informed to the registered bidders by email/SMS or email / mobile nos. intimating by them 24 hours prior to date of e-Auction. To safeguard the same would be the sole & exclusive responsibility of bidders.
4.	The bidders should refer to the final e-Auction catalogue available on the web site of HRAPL before making bids.
5.	Bidding is on UOM (Unit of Measurement) basis & in basic rates are exclusive of all taxes & duties.
6.	HRAPL runs its business on the basis of Robust System. HRAPL has outsourced server space from third party hosting company & will ensure the smooth running in all good faith & intention. However HRAPL shall not be responsible for any failure of POWER, NETWORK, SERVER, HOSTING SERVER, INTERNET CONNECTIVITY, and ISP or otherwise either at bidders end or at HRAPL. However, HRAPL encourages the bidder to immediately get in touch with HRAPL and report the problem, during the bidding to request for any help.
7.	Reference Time: For all reasons & purposes clock time displayed on the screen would be treated as "Reference time".

Auto Cluster Development and Research Institute Material List

Lot No	Description	Quantity	UOM	GST %	TCS %	Refundable Participation Fees
1	MS Heavy Scrap	5	M.T.	18%	1%	20,000
2	MS Light Scrap	700	Kgs	18%	1%	5,000
3	Aluminium Scrap	600	Kgs	18%	1%	20,000
4	S.S. Scrap	200	Kgs	18%	1%	5,000
5	Rubber & Plastic Scrap	1200	Kgs	5%	1%	5,000
6	Air Cooler	5 Nos	LOT	28%	1%	1,000
7	Electrical Scrap	1	LOT	28%	1%	2,000
8	Wooden Scrap	1	LOT	5%	1%	1,000
9	Powder Mixing Machine	1	Nos	18%	1%	10,000
10	Waste Oil	700	Litre	18%	1%	5,000
11	Glass	1	LOT	18%	1%	500
12	Garbage	1	LOT	5%	1%	500
13	Scrap Casting Material	1	M.T.	18%	1%	5,000

Note: The parties interested in all Scrap Lots should Submit RTGS of Rs. 80,000/-.

TERMS & CONDITIONS	
1.	**SELLER:** Auto Cluster Development and Research Institute Add.-"H" Block, Plot No. C-181, M.I.D.C., Chinchwad, Pune-19
2.	**SERVICE PROVIDER**: 'HARI RAMCHANDRA AUCTIONEERS PVT. LTD.', Off. No. 207, Second Floor, Jai Chamber, Above Bikaner Sweets, Shivaji Roads, Swargate Pune- 411042. (hereinafter referred to as "HRAPL") is appointed as Service Provider by the seller to conduct e-Auctions / Online Auctions for disposal of all categories of Scrap, Surplus Items & Immovable properties with no particular interest in any of these categories being sold on behalf of the Seller.
3.	**BIDDER**: Any genuine party participating in e-Auctions with fulfilment of all terms and conditions in all respects. A) Submission of Photo Identity of the Owner / Proprietor / Partner / Director of the Firm: Every Bidder must submit the following documents: i) Photo Identity of the Owner / Proprietor / Partner / Director AND. ii) True Copy of Documentary Proof like Affidavit / Partnership Deed / Other statutory relevant Document confirming ownership of the Firm as declared at Point No. A (i) iii) Every Bidder must be submit the copy of PAN Card, GSTIN No. before commencement of e-auction with the Auctioneer.
4.	**BUYER:** The successful bidder in whose name the Seller / Service Provider would issue Disposal Order for purchase & liftment of allotted items/ lots as per Rules & Regulations of the Seller.
5.	**AUCTION MATERIAL**: All those lots/ material of scrap in quantity, description, status with measuring unit for delivery as enlisted in 'e-Auction Catalogue' for disposal sale lying at Auto Cluster Development and Research Institute for which e-Auction would be conducted as per schedule declared & mentioned elsewhere.
6.	**SCOPE FOR PARTICIPATION**: The bidder should complete Registration procedure in all respects to qualify to participate into e-Auction. The Bidder on successful registration would be allotted 'password' & 'Login ID' by the service provider enabling him to participate into e-Auction. Firms/ individuals blacklisted or debarred by the Seller will not be allowed to participate into e-Auction.
7.	**BID**: Rate quoted for corresponding lot of 'Auction Material' by the Bidder in Rupees for declared measuring unit. Rate quoted in paisa would not be considered in any manner
8.	**E-AUCTION VENUE:** The venue of e-Auction will be HRAPL's website www.hrauctioneers.com as per terms within specified timing on pre-declared date. The Bidder should make a specific note of this for all acts on his part.
9.	**PARTICIPATION FEE**: To participate into e-Auction, it is mandatory to submit Participation fee through RTGS/ NEFT only of requisite amount to Hari Ramchandra E-Auctioneers (OPC) Pvt. Ltd. on below Bank Account: **A/c Name: HARIRAMCHANDRAEAUCTIONEERS (OPC) PRIVATE LIMITED** **Bank Name: ICICI Bank, Magarpatta Road, Hadapsar, Branch, Pune** **A/c Type: Current A/c** **A/c No.: 058105002715** **IFSC Code: ICIC0000581** This participation fee is refundable without any interest, however would be adjusted as part/ full portion of Earnest Money Deposit in cases where the Bidder's bid is accepted by the Seller and then the bidder becomes the Buyer. HRAPL would issue the receipt for participation fee & the Seller would issue the receipt for balance payment made by the Buyer. The Buyer would essentially produce all original receipts of payment made before taking delivery of lot/s allotted to him. **All payments are essentially to be made by RTGS/ NEFT only.**
10.	**STATUTORY PAYMENTS**: The Buyer would be required to pay all Taxes, Levies & Duties including TCS as applicable & mentioned in e-Auction Catalogue at the time of making balance payment. Any change in the same would be applicable as per Government regulations

PAYMENT TERMS-

1.	**Mode of Payment: All payments are to be made strictly by RTGS only to Auto Cluster Development and Research Institute**
2.	**Participation Fee:** The bidder is required to pay participation fee as declared for corresponding lot/s mentioned in e-Auction Catalogue & the same would remain with the Seller/ HRAPL upto seven working days from the date of e-Auction & would not attract any interest.
3.	**Earnest Money Deposit (EMD)/Advance:** **1. The participation fee which is part of requisite amount of EMD/Advance would get converted into Earnest Money Deposit/Advance in case of the bidders whose bids are declared as a successful in e-Auction.** **2. For arising lots specific EMD amount mentioned against each lot.** **3. For arranged lots 25% EMD/Advance amount on accepted bid value.** **4. If the bidder fails to make balance amount of EMD/Advance within Five (5) days, from the date of declaration of acceptance of bid/s by Auto Cluster Development and Research, his participation fee for one or all lots submitted would be forfeited and Auto Cluster Development and Research would be free to allot such lot /s to any other bidder at any price and their decision would be final in this regards.** **5. If the bids are unsuccessful, participation fee of such bidders would be refunded to them without any interest.**
4.	**Payment prior to liftment:** Requisite payment for liftment of material /quantity of allotted lot/s as per declared liftment schedule is to be made by the buyer prior to such liftment /delivery to Auto Cluster Development and Research by RTGS/NEFT only.
5.	**Forfeiture of EMD:** Earnest Money Deposit Amount paid by the successful buyer for one or more lots would be forfeited by Auto Cluster Development and Research Institute for one or all reasons mentioned below. **1.** Failure to arrange requisite payment by NEFT/ RTGS well in time and / or false promises made verbally and/ or in writing. **2.** Irresponsible or irregular liftment of allotted lot/s. **3.** Providing incorrect, insufficient data / details about buyers/s identity, physical traceability of location of business or office, statutory details forged documents and / or misleading Auto Cluster Development and Research Institute and / or Hari Ramchandra Pvt. Ltd. in any manner with or without Intention to paralyze liftment schedule and subsequent financial and / or consequences and losses to be suffered by Auto Cluster Development and Research Institute and / or Hari Ramchandra Auctioneers Pvt. Ltd. **4**. Involving with or without intention directly or indirectly antisocial elements and / or any other bidder blacklisted by Auto Cluster Development and Research Institute and / or Hari Ramchandra Auctioneers Pvt. Ltd. at any stage right from participation in to e-Auction upto and through execution of disposal order if any. **5**. Any other reasons which can be considered by Auto Cluster Development and Research Institute and / or Hari Ramchandra Auctioneers Pvt. Ltd. to be sufficient and convincing without giving any explanations or reasons to the buyer.

GENERAL TERMS AND CONDITION:

A.	The highest Auction bid, if not meeting the reserve price, will be 'subject to the approval'. The Auction administrator of Auctioneers and them seller will supervise together the Auction sale and reserve the right to accept or reject such highest bid without declaring any reasons whatsoever. Such decision will be given to the highest bidder within the period mentioned above. The Seller and Auctioneers reserve the right to withdraw any lot prior to commencement of Auction without assigning any reasons thereof. The Seller/Auctioneer may even refuse to accept any bid from any person, at any time without assigning any reasons for such refusal.
B.	Successful execution of the contract will mean regular clearance of the lot sold from specified location and payment of complete transaction money inclusive of Duties, levies and taxes within specified time frame.
C.	The Buyers are warned that any attempt to misuse Gate Pass, Challan authorizing delivery, the decision of the seller regarding satisfactory performance or otherwise will be final and binding on the buyers and such lots in question shall be resold by the seller without any further reference to the buyers.
D.	Re-sale will not be recognized and sale orders and delivery challans shall be made in the name of the actual Buyers only. The Buyers shall be responsible for any damages that may be caused to the premises of the Seller in taking or removing the lot or lots bought by him. The Seller may, at its option arrange to make good such damages and the Purchaser shall be liable to pay for the same on demand.
E.	The Seller reserves the right of withdrawing from the sale any lot or lots advertised in the catalogues prior to the acceptance of any bid for such lot/ lots at an e-Auction without assigning any reasons.
F.	All disputes and differences arising out of or in any way touching or concerning this sale whatsoever shall be referred to the sole arbitration of the Auto Cluster Development and Research (seller) whose decision will be final and binding.

DELIVERY OF AUCTION MATERIAL :-

A.	On receipt of full Amount of EMD by the Seller, the Seller will issue final Sale/ Delivery / Disposal Order to the Buyer thereby enabling him to lift the materials as per declared liftment schedule and availability of material.
B.	1) The Successful Bidder must ensure the following before sending the vehicle for liftment. i) Driver Must keep Valid Driving License & PUC Certificate in Original. ii) Driving License should be of proper Category like LMV-TR, TRANS. e.g. A driver having LMV license cannot drive a LMV-TR or TRANS vehicle etc. Please note contents as appears on the reverse of a Driving License. iii) Driver must keep Photostat Copies of Valid Insurance Certificate, Vehicle Registration Certificate / RC Book / Smart Card. iv) If the vehicle is older than 15 years then FIT Certificate by RTO. 2) Vehicles are also not allowed to enter company premises under following circumstances: i) If there is any visible sign of poorly maintained transport vehicle. (e.g. worn out tyres, broken / damaged body, improperly loaded vehicle Where the loaded goods are not secured well to prevent goods falling off, vehicle with leaking oil sumps). ii) If the driver is drunk or suspected of consuming Alcohol. iii) If the driver is demonstrating abnormal behaviour. iv) If the driver has been "Black Listed" by the Auto Cluster Development and Research management due to misdemeanour / breach or gross violation of Safety & Security Norms. v) Most Importantly if the driver does not have a valid Invoice for ACD&R (For Inbound Logistics Vehicles). 3) Lifting of materials will be allowed only between 10:00 A.M. to 04:00 P.M. on all working days. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of EMD and other payments collected. Weight recorded at the seller's premises shall prevail.
C.	In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.
D.	If the Material sold or portion thereof remains un-cleared in the premises of the seller beyond the stipulated period, the un-lifted portion of the material may be removed at the risk and cost of the buyer.
E.	No picking, sorting, cutting or breaking up of goods/ material sold will be permitted. In special circumstances with a view to facilitate easy loading, the supervising authority or his representative may at his discretion give permission against request in writing. Such permission however will be accorded on the direct understanding that the delivery order of such lots must be obtained for the full quantity before packing, sorting, cutting or breaking
F.	Weighment will have to be arranged by the Purchaser as directed by the Seller at his cost and weighing scales are required to be approved and made valid by Weights and Measurement Department.
G.	Loading will be done by the Purchaser's labour, however, if the weighment facility is available and provided by the Seller the weighment of the purchased lot/s will be made on the seller's weighbridge in the presence of Scrap Delivery Committee of the respective Unit/ Dept/ Division/Workshop of the seller. In such cases the Purchaser has to pay the weighment charges to the Seller Unit.
H.	The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses OR as per directives of the Seller.
I.	Once the goods / materials are taken out of the factory gate, buyer will be solely responsible for all sorts of claims like shortage, missing parts, damage, accident, loss of material etc.
J.	Resale will not be recognized. The buyer shall not be entitled to resell any lot or part of a lot while goods are still lying within the premises of the seller and no delivery would be effected by the seller to any person other than the Purchaser whose names are mentioned in the sale order/Delivery order.
K.	**While taking delivery of the material, the Buyers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the buyer shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or may stop delivery of the material till payment is made.**
L.	**FAILURE TO TAKE DELIVERY AFTER PAYMENT:-** The lot/s paid for must be completely removed at the Purchaser's expenses within the period specified. If any lot is not removed within the time specified, the Seller may re-auction the said lot or lots or portion thereof at Purchasers risk and the expenses and while so doing the Seller may recover in addition to any loss that may be suffered a charge on account of storage space at the rate of1% per day on the original sale price of said lots or portion thereof till the date of resale (Inclusive).

CONDITION OF AUCTION MATERIAL:-

A.	The lot/s will be sold "as and where they lie". The whole of the lot or lots shall be taken from the site of accumulation with all faults and errors in descriptions or otherwise. Quantities, qualities, sizes measurements, numbers and weight as stated in the catalogue are approximate and no warrantee or guarantee shall be implied. Auction materials are sold on the assumption that Bidders have inspected the lots and know what they are buying, whether they have first inspected them or not. No complaint will be entertained and no reliance must be placed on any description.
B.	The quantities indicated in e-Auction catalogue are without any guarantee and may vary upto +/- 20%. However the Seller will not be responsible for any shortfall in quantity and no complaint for any damage/ losses in this regards will be entertained from the Bidders. In special cases when the supervising authority of the Seller proposes to Auction any particular item or items of Auction material by weight or number and not on lot basis, it will be displayed on the screen. The bids in such cases shall be calculated on the actual weight or numbers delivered. This however does not apply to sale in lots as stated in para (a) above. The quantities mentioned in the sale catalogues are only tentative and may vary upto 20% & no claim will be entertained in this respect.

ADDITIONAL TERMS AND CONDITION

A.	SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like leather hand gloves / safety shoes / safety goggle / welding goggle, etc.) to the labourers, who are engaged for loading the materials.
B.	If any accident or damage to the property/ life etc. arises by reason of any act of negligence/ omission/ default or noncompliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.
C.	The Buyer will strictly follow the Guidelines for transportation of Hazardous Waste as stipulated by CPCB and SPCB.
D.	Segregation / sorting of material will not be allowed within seller's premises. Material will have to be lifted / loaded as available.
E.	The seller shall unconditionally be entitled to retain any material required for our own use and the decision of the seller would be final as to what constitutes the scrap for collection at any time after the Auction or during the Contract Period.

BIDDER REGIATARTION FORM

DATE: _/_/2018

Name of Firm for Registration	M/S.
Correspond Address	PIN- |__|__|__|__|__|__|
Name of the Owner/ Proprietor / Director	
Contact No.-	Mobile No.-
Email ID:-	
PAN No.- (With Xerox)	
GST No.- (With Xerox)	
Bank Details:	NAME: Branch IFSC Code- Account No.-

Hazardous Waste Details bidding for,

- ☐ Lead Acid Battery,
- ☐ Burnt/waste Oil,
- ☐ E Waste

LICENSE DETAILS:

MPCB/SPCB Reg. No. : _____

CPCB Reg. No. : _____

Signature and Seal
Contact Person

BIDDER PARTICIPATION DETAIL

Name of firm:- M/S._____

RTGS No:- **UTR No.**

Name of Bank:- **RTGS Dt.**

BIDDERS WILL BE ISSUED SINGLE LOGIN ID & PASSWORD FOR ALL THEIR REGISTERED LOTS

Important Note:-

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

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

***e*-Auction on 03/04/2018 From 14.00 Hrs Onwards**

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

IME - From 14.00 Hrs. To 15.30 Hrs. Onwards

✓	Lot No.	Participation Fee Rs.
☐	1.	20,000
☐	2.	5,000
☐	3.	20,000
☐	4.	5,000
☐	5.	5,000
☐	6.	1,000
☐	7.	2,000
☐	8.	1,000
☐	9.	10,000
☐	10.	5,000
☐	11.	500
☐	12.	500
☐	13.	5000

Signature And Seal

E-Auction No.: E- ACDRI-001

BIDDER AGREEMENT

AUTO CLUSTER DEVELOPMENT AND RESEARCH INSTITUTE MATERIAL LIST

This Agreement is signed on _____ ("Effective Date") by and between:

Hari Ramchandra E-Auctioneers Pvt. Ltd., (Hereafter referred to as "HRAPL".)

AND

M/s. _____ (Hereafter referred to as "Bidder") The "Bidder" & "HRAPL" shall be known individually as "Party" & collectively as "Parties"

Purpose:-

The purpose of this agreement is to confirm that the "bidder" is authorized to bid in the Auction being conducted by HRAPL's H R Auctioneers website for saleable material of "Seller"- Auto Cluster Development and Research Institute.

For this purpose the parties confirm the following:

1. The bidder has read and understood the e-Auction catalogue for the same on www.hrauctioneers.com Points to Note, Inspection and Contact Particulars, Payment Terms, General Terms & Conditions, Detailing of the material to be Auctioned, the lotting, the basis of bidding, the bidding procedure, Lifting Requirement.
2. All the information pertaining to weights, condition etc., which has been mentioned in the Auction Catalogue by HRAPL, is to the best of its knowledge to facilitate the bidding. The bidding basis is as mentioned in the Catalogue and for the items are on an **"as is where is"** and **"no complaints"** Basis. The Bidder is deemed to have inspected and satisfied himself about the Quality, quantity and Location of the items being auctioned.
3. The bidder has paid the refundable bidder deposit of Rs. _____towards activation of the Login ID and password to enable bidding. The payment details are as under: UTR no. _____dated _____of the bank_____. (The bidder deposits will carry no interest on it.)

   The last date for accepting participation fee/registration is 02/04/2018 upto 5.00 P.M. only. No participation fee/ registration will be accepted after this date & timing.
4. The buyer agrees to accept the Login ID and Password issued to him 1 day prior to the Auction. And that he has read and understood the bidding process on the www.hrauctioneers.com platform. And that it would be his responsibility in case he does not prefer to change the password upon receipt.
5. On winning the lot in the Auction, the winning bidder confirms that the EMD, as defined and instructed in the Auction catalogue shall be made.
6. The bidder Authorizes HRAPL to confiscate the bidder participation fee in case the EMD is not made as defined. HRAPL reserves the right to offer the lot in this case to the next highest bidder. Bidder agrees to honour his bids, if offered the material within the bid validity period. Failure to do so will entail forfeiture of the bidder's deposit & EMD if paid.
7. Bidder agrees to compensate to Auto Cluster Developments and Research Institute /HRAPL the loss in transactions it may suffer in case of backout/ non-performance by the bidder to the terms and conditions of this agreement.
8. The bidder confirms compliance to the procedure of the balance payment to be made to Seller as defined in the Auction catalogue terms and conditions.
9. The bidder hereby confirms that the refund of the deposit should be made in the name of the company as mentioned above.
10. The bidding amount against the Login ID allocated to the bidder is captured accurately in the software system during the bidding process. The record of each bid is maintained by HRAPL. In event of any doubts arising after the Auction event, the software record shall be treated as final.
11. The bidder is hereby legally bound to have accepted the price as per the bid in the software record maintained by HRAPL. If approached by HRAPL as the winning bidder, the bidder shall honour the EMD procedure.
12. **Hari Ramchandra E-Auctioneers (OPC) Pvt. Ltd. (HRAPL) runs its business on the basis of a robust System. HRAPL has outsourcing server space from third party hosting company & hence will ensure the smooth running in all good faith & intention. However HRAPL shall not be responsible for any failure of POWER, NETWORK, SERVER, HOSTING SERVER, INTERNET CONNECTIVITY, ISP or otherwise either at Bidder's end or at HRAPL. However, HRAPL encourages the bidder to immediately get in touch with HRAPL and report the problem, during the bidding, to request for any help.**

13. HRAPL shall flash important messages during the Auction in the bidding screen. The Bidder is responsible for seeing and understanding the messages. The bidder for any clarifications can seek HRAPL market-maker's help on the same. The Auction messages are deemed to be a part of the catalogue.
14. HRAPL reserves the right to alter and inform the contents of the Catalogue before the start of the Auction. The Catalogue posted on www.hrauctioneers.com during the e-Auction Period would be treated as the final one. The bidder shall be responsible for checking the catalogue for any updates as might arise prior to the start of the Auction.
15. The Bidder shall be bidding on the basis of the commercial terms as mentioned in the e-Auction Catalogue.
16. The bidder understands the rights of bidding for this e-Auction is reserved. In case of observed irregularities which can affect the bidding process, the bidder will be disabled. HRAPL shall have final authority in this matter.
17. The bidder has received and accepted the conditions given in the catalogue, issued upon signing up this Agreement.
18. ARBITRATION AND JURISDICTION: All disputes and difference arising out of this Auction / contract shall be referred to the sole arbitration of seller or his nominee and the award of such arbitrator shall be binding on both the parties. The contract shall be subject to the jurisdiction of Pune Courts only.

Notes:-

1. **The bidders are required to submit Participation Fees/ EMD on lot-wise basis by RTGS only.**
2. **All the Bidders are required to submit their Registration form and Participation Fee/ EMD to Hari Ramchandra E-Auctioneers Pvt. Ltd.,** Off. No. 207, Second Floor, Jai Chamber, Above Bikaner Sweets, Shivaji Roads, Swargate Pune-411042. **Mob. No.-9850753434, upto 17.00 Hrs. only.**

ABIDANCE BY SELLER'S RULES & REGULATIONS, SAFETY & DISCIPLINE

A. **The buyer, their servants, agents & representatives shall be required to abide by all specific generals regulations of safety and discipline within the seller's premises. The material will be handled by the buyer, their servants/ representatives at their own risk and cost. Any loss of life/ death/ injury/ damage whatsoever to any individual or property in such Handling or as a consequence thereof shall be the sole responsibility of the buyer and Company is not liable for any type of compensation to the buyers workers working into the Company.**

B. **Buyers will observe safety rules and ensure safe working of their workers while executing the scrap purchase agreement.**

C. **The buyer shall take necessary preventive measures for the safety of their workers as well as other persons at the place of work.**

D. **Buyer is fully responsible for the safe disposal of the scrap material lifted by them and that in case of any claim due to loss or injury to any person or violation of any environmental norms, the buyer will indemnify the seller against all such claims.**

E. **Buyer shall abide by all the rules and regulations applicable to them and shall indemnify the company against any loss or liability suffered on account of non-compliance of any of the rules and regulations.**

I have read & understood all the Terms & Conditions of e-Auction Sale & only after understanding all the clauses I am signing this AGREEMENT

AGREED & SIGNED BY	
Name	**Signature**
Name of Firm/ Company	**Place & Date**
Contact Person & Mobile Number during Online Auction	