

AVTEC Limited

Pithampur Industrial Area, Sector III, Pithampur, Sagore 454774, Dist Dhar (M.P.), India

www.avtec.in

E-Business Dot Com Pvt. Ltd. is an authorized e-commerce service provider for AVTEC Limited, Pithampur (AVTEC Limited Pithampur) to obtain rates online through www.steelez.biz

SELLER NAME	AVTEC LIMITED, PITHAMPUR
	PITHAMPUR INDUSTRIAL AREA, SECTOR III, PITHAMPUR, SAGORE 454774, DIST DHAR (M.P.), INDIA
AUCTION TO BE CONDUCTED BY	E-BUSINESS DOT COM PVT LTD
	201, 2ND FLOOR ROYAL ESTATE, 9/2, SOUTH TUKOGANJ, INDORE, (M.P.) 452001
	MADHYA PRADESH.
	PH:-0731-4715413/403
	MOB- 9752492136/34
	PORTAL :WWW.STEELEZ.BIZ
DATE & TIME OF AUCTION	AUCTION DATE 21ST MARCH 2023 OPENING TIME 04:00 PM & CLOSING TIME 05:00 PM ONWARDS (WITH THE GAP OF 2 MINUTES BETWEEN EVERY LOT, FOR DETAILS PLS CHECK WEBSITE)
	(AUTO EXTENSION AS APPLICABLE)
	AUCTION WEBSITE : WWW.STEELEZ.BIZ
SPECIAL INSTRUCTIONS	BIDDING IN THE LAST MINUTES AND SECONDS SHOULD BE AVOIDED IN THE BIDDERS OWN INTEREST NEITHER THE SERVICE PROVIDER NOR AVTEC LIMITED PITHAMPUR WILL BE RESPONSIBLE FOR ANY LAPSES /FAILURE ON THE PART OF THE VENDOR, IN SUCH CASES.

SCHEDULE OF PROGRAM

INSPECTION OF MATERIAL	TILL 20TH MARCH 2023 8.00 AM TO 5.00PM (MONDAY TO FRIDAY)
VENUE OF INSPECTION	AVTEC LIMITED, PITHAMPUR
	PITHAMPUR INDUSTRIAL AREA, SECTOR III, PITHAMPUR,
	SAGORE 454774, DIST DHAR (M.P.), INDIA
EMD DETAILS	DD FAVORING "AVTEC LIMITED" PAYABLE AT PITHAMPUR. (AMOUNT DETAILS MENTIONED BELOW) SUBMIT TILL 20TH MARCH 2023 OR IN FAVOR OF IN THE A/C OF E BUSINESS DOT COM PVT LTD. HDFC BANK A/C NO-00362560011912
SECURITY DEPOSIT	SECURITY DEPOSIT WILL BE 10% OF TOTAL VALUE AFTER H1
PARTICIPATION FEE (NOT APPLICABLE FOR EXISTING MEMBERS REGISTERED WITH E-BUSINESS DOT COM PVT LTD.)	14750 RS - FOR ONE YEAR
	59000 RS – FOR LIFE TIME
	A/C DETAIL- IFSC CODE- HDFC0000036
	BRANCH CODE-000036
	A/C NO. -00362320007166

NOTE: IF THE SESSION GETS EXPIRED AT ANY POINT OF TIME AND ACCOUNT GETS LOGGED OUT, BIDDER NEEDS TO RE-LOGIN HIS/HER ACCOUNT

CONCERN PERSON (STEELEZ)	NAME	MOB	EMAIL
	MR HARISH KHANDELWAL	9752492136	harish@steelez.com
	SHRUTIKA TOMAR	9752492134	shrutika_tomar@steelez.com

DETAILS OF AUCTION

CUSTOMERS ARE REQUESTED TO PHYSICALLY SEE THE SCRAP MATERIALS (QTY VARIATION +/- 10%)

RATES ARE BASIC, ALL APPLICABLE TAXES ARE EXTRA. RATES QUOTED ARE PER UOM

VALIDITY- 1ST APR 23 TO 30TH JUNE 23

AUC ID	Particulars	Part Code	Scrap Generation Qty (Apr-Jun 23)	UNIT	EMD
100210	Water Soluble Oil Mixed with Water in 205 ltr. Drums (With Drum)	WUCO0001000017	20	NOS	5000
100211	205 Ltr. Empty Metal Drums	WEMB0001000014	50	NOS	5000
100212	205 Ltr. Empty Plastic Drums	WEMB0001000013	35	NOS	
100213	M.S. Turning	WMST0001000010	30	MT	50000
100214	M.S. Forging	WMSS0001000006	5	MT	
100215	M.S. Scrap Heavy	WMHS0001000024	2	MT	
100216	M. S. Scrap Light	WMLS0001000025	1	MT	
100217	Al. Boring including Turning mix with C.I. Boring	WALB0001000001	1	MT	
100218	Assorted sizes of Packing Wood	WWOD0001000004	3	MT	
100219	Corrugated Boxes	WCBX0001000009	2	MT	20000
100220	Polythene Sheets & Bags	WPLC0001000008	2	MT	
100221	Broken HD Plastic Crates & Bins	WASS0001000011	1	MT	
100222	Waste Clothes / papers, etc.	WASS0001000012	4	MT	5000

TAX CONDITION- RATES ARE BASIC; APPLICABLE TAXES WILL BE EXTRA.

****SCRAP SALE AS IS WHERE IS BASIS & NO COMPLAINT BASIS.**

MATERIAL INSPECTION - I HAVE INSPECTED ALL MY INTERESTED PRODUCTS AND I AM READY TO LIFT ALL THE MATERIAL AS IS WHERE IS BASIS AND NO COMPLAINT BASIS WITHOUT ANY CONDITION IN WHICH I WILL BID.

PROCEDURE OF FORWARD AUCTIONING:-

- AVTEC Limited, Pithampur will declare its Starting Price (SP), which shall be visible to the all vendors during the start of the forward Auction.
- The start price of an item in online forward auction is open to all the participating bidders. Any bidder can start bidding, in the online forward auction, from the start price itself. The second online bid and onwards will have to be higher than the H1 rate by minimum one increment value, or higher.
- The minimum bid increment amount shall be display at the time of auction. The Bidding Rates will be on Per MT /Per Number etc.
- Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor AVTEC Limited Pithampur will be responsible for any lapses /failure on the part of the vendor, in such cases.

- The Auto Bid feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.
- Auto bid is not a confirmed bid. It is only the maximum ceiling amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is out bid, upto the ceiling set by him.
- You will be able to view the following on your screen along with the necessary fields in the Forward Auction:-
 - (a) Highest Bid in the Auction.
 - (b) Bid Placed by you.
 - (c) Opening Price & Increment Value.
 - (d) Final Closing Price.

Training: Steelez.com will provide training (online) if required by the bidders at a mutually Convenient date and time before the Auction.

TERMS & CONDITIONS OF FORWARD AUCTION

(TO BE SIGNED ON EACH PAGE BY THE PARTICIPANT IN AUCTION)

- Subject to the reserve price, if any, fixed by the AVTEC LIMITED PITHAMPUR and subject to the terms and conditions set out herein, sale shall be made to the HIGHEST BIDDER on **“AS IS WHERE BASIS ”and“ NO COMPLAINT BASIS.”** The AVTEC Limited Pithampur does not undertake any responsibility to procure any permission/license etc. in respect of the auction property offered for sale.
- AVTEC LIMITED PITHAMPUR reserves the right to modify and amend the terms & conditions and announce the same at any time before the auction concludes. Announcements during the auction on the website including announcement of any additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the AVTEC Limited Pithampur, and it is binding on the bidder.
- AVTEC Limited Pithampur and e-Business dot Com Pvt Ltd is not responsible for any damages, including damages that result from, but are not limited to negligence. e-Business dot Com Pvt Ltd will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- In the event of failure on the part of the successful bidder to fulfill his contractual obligations, AVTEC Limited Pithampur / Steelez reserves the right to debar such bidder from participating in any future auction conducted by Steelez on behalf of AVTEC Limited Pithampur.
- **EMD/DEPOSIT:** Buyers will need to pay refundable EMD/deposit as specified by the AVTEC Limited Pithampur. The AVTEC Limited Pithampur reserves the right of forfeit the EMD/deposit for non-adherence of any / various conditions / clauses as laid down during the auction.
- The highest bidder does not get any right to demand acceptance of his offer. **AVTEC LIMITED PITHAMPUR reserves the right to accept/ reject/ cancel any bid,** withdraw any portion of the Auction Property at any stage from Auction even after acceptance of bid/ issue of delivery order or release order/ deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, AVTEC LIMITED PITHAMPUR, shall refund the value of Auction Property, if paid for, to the successful bidder. AVTEC LIMITED PITHAMPUR shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.
- **PAYMENT:** All payments shall be made in the form of Demand Draft/Pay order issued by any Scheduled /Nationalized Bank in favour of **AVTEC Limited** payable at Pithampur. The successful tenderer(s) will be

intimated about the acceptance of the offer and would be required to deposit full cost of materials and applicable sale tax and duties within 3-days by crossed Demand Draft in favor of **AVTEC Limited**, payable at Pithampur failing which AVTEC LIMITED PITHAMPUR may award the contract to any other party at the cost of the successful tenderer(s) and the EMD shall be forfeited. The successful tenderer(s) shall also be liable to pay damages to AVTEC Limited Pithampur arising out of non-deposit of price and re-awarding of contract by AVTEC Limited Pithampur to any other party. **NO OTHER MODE OF PAYMENT WILL BE ACCEPTED.**

- **LIFTING OF MATERIAL**:-The time is the essence of the contract and the successful tenderer (s) should start lifting the material with immediate effect on award of contract after depositing the cost of the material per the Contract.
- **PENALTY FOR NON LIFTING OF SCRAP** :-In case the materials are not lifted from the factory as indicated in the offer schedule or by AVTEC Limited Pithampur, AVTEC Limited Pithampur reserves its rights to dispose it off to any other party and loss will be made good by the successful tenderer and AVTEC Limited Pithampur will be at liberty to adjust the amount of EMD and cost of material, the loss and damages suffered by AVTEC Limited Pithampur due to re-awarding of contract to any other party.

The successful tenderer(s) shall also be liable to pay loss and damages. No extension will normally be permitted either for deposit of amount or for lifting the materials. IN this case EMD will be forfeited by the AVTEC Limited Pithampur in Such extension, extension will be valid only if permitted in writing by AVTEC Limited, Pithampur.

- **Dispatch will be given only once a day**
- *******No Delay in Lifting of Material & Payments. *******
- **Vehicles should be placed on Daily Basis. Failing the same EMD will be forfeited.**
- **Payments should be made one day prior to placing the vehicle in form of DD & RTGS only. NO OTHER MODE OF PAYMENT WILL BE ACCEPTED.**

AVTEC TERMS & CONDITIONS

SUBMISSION OF BIDS:-

1. **For Open Tender:** Tenderer (Buyer) All tenders must be submitted in the prescribed forms only in sealed covers on or before 1700 Hrs of DD.MM.YYYY mentioning "Tender for Scrap Disposal"
2. **In case of Online Auction / e-Tendering Process:** The Tenderer shall submit the Bids Online & participate in the Auction Process through specified e-Bidding Portal as per below Programme Schedule.
3. Tender documents must accompany Demand Draft / Pay Order towards Earnest Money. Demand Draft / Pay Order shall be drawn in favour of AVTEC Limited, payable at Indore. Tenders, which do not accompany Demand Draft / Pay Order towards earnest money, will be rejected at the discretion of Seller (AVTEC Limited). In case of online Bidding the EMD shall be submitted on the Predetermined Date.
4. Offers submitted by Fax / Telex / e-mail, etc. will not be accepted.
5. In case of unsuccessful tenders, the earnest money will be refunded within 15 days from the date of bid opening.
6. No interest is payable by AVTEC Limited on Security Deposit
7. **Schedule of Programme:**

Inspection of Auction Items	Upto 20TH MARCH 2023 (during Working Day) (0900Hrs to 1630 Hrs)
Venue of Inspection	AVTEC Limited, Pithampur, MP
EMD Details	DD / Pay Order in favour of AVTEC Ltd., Pithampur
Submission of EMD	Till 20TH MARCH 2023
On-Line Auction Date & Time	20TH MARCH 2023 between 4.00pm to 5.00pm

Contact Details

Commercial : Mr. Ashok Mahajan – 93404 33934

Administration : Mr. Jaspal Singh – 92293 91628

VALIDITY:-

- All tenderers shall keep their tenders open for acceptance for a period of 10 days from the date of opening.

INSPECTION:

- The materials offered for sale may be inspected prior to due date of submission per schedule above. For inspection of material and other related matters, the Tenderer may contact Admin Department at AVTEC Ltd. Pithampur Plant during the working hours on all working days.

PERIOD OF CONTRACT:-

- The period of contract for items listed in the attached sheet shall be from **01.04.23 to 30.06.23** The contract deemed to be completed as soon as the area is cleared of the entire material by the buyer allotted to him and up to the end period of contract as mentioned above.

TERMS & CONDITIONS:-**1. Statement of works: Standard of workmanship**

- Selected Tenderer/Buyer will buy the scrap from AVTEC's facility in Pithampur at rates finalized through Tendering Process and entered into a formal contract.
- Buyer will use its best efforts to carry out services as per the statement of work as per the timelines communicated from time to time. Buyer shall use its best skills, judgment & shall perform all scrap lifting on timely, diligently and to the reasonable satisfaction of AVTEC in an efficient & economical manner consistent with the best interests of AVTEC. BUYER shall not, in whole or in part, assign or subcontract any of the Scrap purchase to be performed hereunder without the AVTEC's written consent

2. OBLIGATION OF BUYER

- BUYER shall lift Scrap diligently and in timely manner complying with all applicable laws & regulations. Buyer shall carry out the Scrap Loading & Weighing under the supervision AVTEC's representative. Buyer will not be permitted to enter the office area/shop floor until unless accompanied by AVTEC's representative.

3. STATEMENT OF WORK:

- Tenderer Bidding for "Hazardous Waste" specified below shall have a valid Authorization from state pollution control board
 - a. Used/Spent Oil.
 - b. Wastes / Residue containing oil.
 - c. Waste / Residue containing paint sludge.
 - d. Discarded containers / barrels / liners contaminated with hazardous waste / chemicals.
 - e. Chemical Sludge from waste water treatment.
- Buyer will be responsible for lifting of scrap from the scrap yard as communicated by the AVTEC. Expected monthly off take is indicated below alongside the agreed Prices against each item. The quantity indicated for each Scrap material is approximate and the actual quantity available for sale may vary during execution. Buyer shall lift the entire contracted Scrap material generated during the contract period to the fully and empty scrap yard.
- AVTEC reserves the right to either not to allow Buyer to lift certain contracted scrap material or short close the contract for whatsoever reason which AVTEC is not obligated to disclose to the Buyer.

- Weighment (both tare and gross weights) shall done at AVTEC nominated weighbridge in the presence of AVTEC's Representatives beside the Buyer's Representative.
- In the event of any malpractice committed by Buyer, either in weighment or while lifting the material (Eg: inclusion of non-contracted material) shall tender your rights under the agreement invalid immediately after such an event being brought to notice. Further, AVTEC may at its discretion forfeit the security deposit, begin proceedings to recover all such amounts that it considers Buyer owes to AVTEC besides canceling the agreement without notice.
- It will be buyer's responsibility to coordinate with the AVTEC's Representatives, find out the available quantity of scrap in scrap yard and ensure to lift the same without allowing the Scrap to be piled up. If for any reason Buyer fails to lift and clear the scrap yard once as per communication provided by the AVTEC, AVTEC shall charge a penalty of Rs. 5,000/- per instance. In case Buyer fails to lift the material despite communication (max. two times) as per the schedule communicated, generally once in a week at all locations within the AVTEC's Premises, AVTEC shall cancel the contract, forfeit the full security deposit without any notice to buyer and debar Buyer from participating in any future auction conducted AVTEC.
- Entire quantity of scrap in the yard shall have to be lifted to the last bit on the last day of contract period. Buyer shall lift the material only from the scrap yard and shall have no claim to anything from any other places inside the AVTEC's works unless specially permitted for specific reasons.
- AVTEC reserves the right to conduct surprise check on the Scrap material being loaded or already loaded onto the truck within their premises.
- If any material, other than the contracted scrap material is found to be taken out by Buyer, AVTEC will have the sole right to cancel the contract with immediate effect, forfeit the security begin proceedings to recover all such amounts that it considers Buyer owes to AVTEC
- The sale of scrap materials is on "As is where is" and "No-Complaint basis" and no claim as regards to physical condition of material will be entertained by the AVTEC.
- If any material other than the material contracted for is found to have mixed, buyer shall employ their own workmen to segregate the same in the presence of AVTEC's Representative.
- In order facilitate transaction before 5.00 P.M. the material should be collected before 3 PM. If the buyers fail to collect the material in time and the truck is held up in the AVTEC, the detention charges will be borne by buyers only.

4. PAYMENT TERMS

- All payments must be made in advance through RTGS /Demand Draft / pay Order in favor of "AVTEC Limited" before placing the vehicle for lifting the material.
- Nothing shall be adjustable against security Deposit for the lot of scrap material purchased.
- All taxes, wherever applicable is excluding in unit price. The price is ex-factory AVTEC and all the taxes as applicable at the time of delivery will be charged in addition to the value of the goods.
- Security deposit shall be refunded within 30 days after the expiry of the contract and on fulfilling the terms & condition of the contract.
- The transportation or any other cost required for scrap collection will be borne by the Buyer.

5. CONFIDENTIALITY

- Buyer understands the need for confidentiality of the information furnished to it by AVTEC and acknowledges the irreparable harm that will result from its unauthorized use or disclosure. Buyer agrees that AVTEC's information will be treated as highly confidential, trade secret information of AVTEC and will not be disclosed to anyone by Buyer, its employees, agents or representatives, except and specifically permitted herein. Buyer agrees further to limit access to the buyer information to only those employees, agents or representative to perform his function.

- In addition, Buyer recognizes that its close association with AVTEC's personnel & access to AVTEC's confidential information in the course of performing this Agreement will enable Buyer to evaluate publicity available information about AVTEC from an insider perspective & that AVTEC's confidence would be revealed if such evaluations were published. Therefore, buyer agreed not to publish, or help anyone publish, anything whatsoever about AVTEC concerning the subject matter of this agreement, except with the prior written consent of AVTEC, during the term of this Agreement & for one(1) year thereafter.

6. TERMINATION OF AGREEMENT

- AVTEC reserves the right to sell scrap beyond the prescribed material immediately after reaching the prescribed limit & contract will be no longer valid document. Without prejudice to the aforesaid, AVTEC reserves the right to terminate this Agreement, giving 1 month's prior notice. If after the commencement of this agreement it is found that AVTEC is not satisfied with the buyer, AVTEC shall be free to terminate the agreement immediately
- Notwithstanding the expiry of the agreement or prior termination, Buyer will continue to be liable & responsible in respect of all acts done, in pursuance of this agreement till the expiry or prior termination of this agreement, as the case may be.
- AVTEC reserves the right to fix the Tender Validity period.

7. BUYER'S EMPLOYEE REMOVAL

- Buyer shall exercise its best efforts to furnish complete employees performance. Buyer shall require its employees (when on AVTEC's premises) to comply with all AVTEC's safety regulations, policies & shall promptly remove those who do not comply or who may be otherwise unacceptable to AVTEC.
- It is mutually agreed that AVTEC reserves the right to bar employees, representatives or agents of Buyer from AVTEC's premises for failure to observe such regulations & policies.

8. INFORMATION GATHERING PRACTICES:

- Buyer hereby agrees that its acquisition of information on behalf of AVTEC shall be in compliance with all applicable laws & in addition shall be with ethical principles set forth in the Guidelines for Employee Conduct, which state in pertinent part as follows."
- There are, however, important limitations on how & what competitive information may be obtained. No improper means may be used to acquire confidential or property information from any competitor, supplier or customer. Improper means would include any form of industrial espionage, the payment of the money or giving of any favour or consideration, or the hiring of a competitor's employees to obtain confidential information. Information which may not be sought would data on a competitor's unannounced new products or confidential data relating to costs, prices or profits.

9. FORCE MAJEURE

- Either party is not liable under this agreement for nonperformance, if the non-performance is caused by events or conditions beyond the control of such party, including but not limited to, any act of GOD, major power failure, non-availability of transportation, labour unrest, political actions, war, civil disturbance, riots & arson, provide such party had made or makes responsible efforts to perform its obligation under such circumstances.
- If the force majeure event continues for a period of 30 days or more at a time then this contract can be terminated by either of the parties, after due written notice, without any cost / liabilities.

NON SOLICITATION

- Neither party shall directly or indirectly offer employment to the employees of the other party, who were involved under this agreement, either during the subsistence of this agreement, or after the termination of this agreement, for a period of 12 months thereafter.

ARBITRATION

In the event of any dispute between the parties, arising out of the terms or scope of this agreement, such dispute shall be referred to & settled in accordance with the provisions of the arbitration & conciliation ACT, 1996 & the arbitration award shall be binding on the parties, subject to the laws in force. The venue for arbitration shall be Indore

10. MISCELLANEOUS CONDITION

- All information received by the Buyer during the course of this agreement with regard to the buying, investment, Company, Employee of the company or on any other matter during the course of this agreement shall be kept confidential by Buyer.
- All vehicle entering within the premises of AVTEC shall have requisite documents conforming to all applicable Laws (State, Centre & Local). O
- Buyer will remove all the accumulated materials by 1500 Hrs on the day of lifting from scrap yard subject to clearance from Finance on remittance of money and obtaining necessary Invoice.
- The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expense
- **The vehicle with labour for loading should enter in the premises by 9:00AM and leave the scrap yard by 4.00 PM with all proper documents like Invoice, weightment slip etc.**
- The employees of the buyer should follow all safety & others rules as instructed by AVTEC.
- The buyer should ensure that the scrap materials lifted by them are used in such a way so that it may not directly or indirectly harm the environment and the Society.
- No child labour should be deployed in our premises.
- Drivers and laborers shall compulsorily wear shoes and safety gloves
- Buyer and his men are subject to the security rule of AVTEC in force while in the AVTEC's premises. The Buyer/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the AVTEC's premises and the Buyer shall be liable for the good conduct, safety & 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 SD.
- While taking delivery of the material, the Buyers shall be responsible for any damage that may be done to premises / fittings of the AVTEC in the course of removing the lot or lots purchased by them. The AVTEC 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 AVTEC may forfeit the Security Deposit or may stop delivery of the material till payment is made.
- AVTEC 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 statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials.
- If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the AVTEC'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 AVTEC or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the AVTEC for such accident or injury / death or damage caused to their employees or to any of the AVTEC's employees or to others or to the AVTEC's property. The Buyer shall in such event, keep the AVTEC fully indemnified from any demand, claims or proceedings thereof.

- Please acknowledge the receipt of this tender by returning the duplicate copy duly signed & stamped.
- The following annexure's enclosed herewith shall form part of the Tender Document.

- | | |
|---------------|------------------------------------|
| 1. ANNEXURE-A | - PRICE OFFERING SHEET |
| 2. ANNEXURE-B | - DETAILS OF EARNEST MONEY DEPOSIT |
| 3. ANNEXURE-C | - SCRAP Lifting Schedule |

OTHER CONDITIONS :

- A demand draft for EMD amount as mentioned against each item should be submitted along with filled Tender Form favoring AVTEC Limited. Authorization from State / Central Pollution Control Board will be a prerequisite for awarding the contract if and where applicable.
- EMD amount 5% of Expected Sale Value for Each Item INR through DD is must be submitted along with this application form.
- EMD Amount cannot be used for any other transaction until tender period last date.
- GST Extra.
- The company reserves the right to reject whole or part of the application without assigning any reasons.

Confidentiality. Each party agrees that the Information provided to the other party, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labelled as confidential by the party, shall be received and maintained in confidence by other party ; and party shall not use, disclose, reproduce or dispose of such Information in any manner except for the purpose of this agreement. Each party further agrees that, except as allowed explicitly in writing by other party, neither other party nor its Representatives shall use (for its own benefit or the benefit of any third party), disclose, reproduce, dispose, transfer or otherwise make available to any third party any of such Information in any manner without the prior written consent of Discloser.

Insurance for your drivers cleaners & labour: In the event of any accident taking place inside or outside "AVTEC" premises or in our Customer's premises caused by your drivers for whatsoever reasons, "AVTEC" will not be responsible for such accidents. You and your firm will be solely responsible and any compensation as per rules to be paid to your drivers and cleaners & labour /accident victims without any pre conditions. Hence you are requested to make sure that your drivers and cleaners & Labour are covered with necessary statutory life insurance as may be required to your own cost.

Workmen Compensation Policy shall be taken by you for all your drivers and cleaners and labour, proof shall be submitted to our finance department.

Compliance of safety Clauses: The vehicle of the "Transporter" should be in good condition so that spillage does not take place while transportation and emission of the vehicle and also should meet the standard rules, as per RTA regulations.

All vehicles deployed by the "Transporter" should comply with the safety and environmental standards as well as statutory norms at all points of time during the tenure of the contract.

All vehicles must comply with three pieces mirror and retractable seat belt. Backlights, back siren, sidelights, headlights should be in proper shape. Covering of tarpaulin for all products is mandatory in all seasons.

Other Instructions: "AVTEC" shall issue to the "Transporter" such instruction as the "AVTEC" may deem fit from time to time. "AVTEC" may alter the procedural terms and conditions contained herein and more particularly

the various procedural obligations of the "Transporter" and the "Transporter" shall liable to follow such instructions.

Speed limit & Licenses: Vehicles shall not exceed speed of 10KM/hour inside our works. Drivers must have valid driving license while driving vehicles inside plant premises. While driving the vehicles, the driver must carry the original valid driving license and produce the same to our authorities on demand for verification. Drivers and helpers must wear shoes, helmets and full pants and shirts while entering into the factory wearing of shorts, lungies, dhoties, other loose dresses ets. Inside plant premises are not allowed. All drivers should have mobile of their own for easy contracting them on emergency.

Other Rules and Regulations Supplier representative and / or "Transporter"'s workers will be governed by the discipline /rules regulations of "AVTEC" establishment, while they are in "AVTEC" premises. "Transporter" shall be responsible for complying with the Motor Vehicles Act & Rules, and any other laws, regulations, etc. of the Central, State and Local Governments and other authorities. The vehicles provided by "Transporter" for transportation of goods shall contain valid fitness certificate, registration certificate, driver's driving license and Pollution Control Certificate issued by the appropriate authority. Vehicles with oil leak will not be permitted to enter the factory premises for loading. Notwithstanding anything contained, the obligations arising out of this contract shall survive the termination and the "Transporter" shall be liable to discharge its obligations and liability. The "Transporter" shall do reconciliation of accounts with "AVTEC" once in three months and should settle accounts / claims, if any.

Dispute Arbitration: It is agreed that all outstanding disputes / claims / differences arising out of this agreement shall be resolved through mutual negotiations. If any difference or disputes cannot be resolved mutually, the same shall be settled by a Sole Arbitrator appointed by "AVTEC" and the proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the award shall be binding on the both the parties. The venue of Arbitration shall be Indore (Madhya Pradesh).

Jurisdiction: All disputes and difference between the parties arising out of this Contract shall be subject to the exclusive jurisdiction of the appropriate Court of **Indore (Madhya Pradesh)**.

Notices: Any notice / letter required to be served by one party to another in pursuance of this agreement shall be served upon the other at the respective address as mentioned herein below

Acceptance: As these terms and conditions are integral part of this contract, on acceptance of the contract terms and orders are deemed to be accepted.

These terms and conditions are to be signed by the tenderer and must accompany the tender documents otherwise it is liable to be rejected.

Acceptance of the above terms and conditions:-

We confirm that we have read and clearly understood above terms and conditions. We undertake to abide by these terms and condition:-

MATERIAL INSPECTION - I HAVE INSPECTED ALL MY INTERESTED PRODUCTS AND I AM READY TO LIFT ALL THE MATERIAL AS IS WHERE BASIS WITHOUT ANY CONDITION IN WHICH I WILL BE H1 BIDDER.

(Signature)

Name and Designation of Authorized Signatory with seal.