

**AMBUJA CEMENTS LIMITED****(Unit:-Bhatapara)****P.O.– Rawan , Tehsil - Baloda Bazar,****Dist.:- Raipur - 493331(Chhattisgarh)****PH:- 07727-220010 to 15 , Fax:- 07727-220004****Website : [www.ambujacement.com](http://www.ambujacement.com)****Online Auction Platform****And Support Services Provided By:****MATEX NET PVT. LTD.****Shop No. 14/15, 2nd Floor, Above Mahendra Enterprises,****Near Pandri Railway Crossing,****Pandri, Raipur-492001, ( C.G.) PH – 0771-4050788****Email :- [raipur@matexnet.co.in](mailto:raipur@matexnet.co.in) , Web Site:- [www.matexnet.com](http://www.matexnet.com)**

MatexNet Pvt. Ltd. is an authorized e-commerce service provider for **Ambuja Cements Limited, Bhatapara** (Seller) to obtain rates online through its portal **www.matexnet.com**. The sale and purchase are directly made by the Seller and buyer/s (Bidder/s).

**Ambuja Cements Limited ,Bhatapara (Chhattisgarh)** will sell disposal items Like (MS SCRAP STRUCTURE/HEAVY/LIGHT MIX ,KILN SHELL, RLY SLEEPER & WHEEL M.S/C I , HRCS GRADE 9 ,7, HI -CHROME LINING PLATE, SINTERCAST, OBSOLETE ITEMS, DUMPER, EXCAVATUR, DRILL MACHINE, VEHICLES, EQUIPMENTS, TYRE OLD & USED, etc. available at their plant side through Online Auction subject to terms and conditions annexed hereto and as per schedule of programme given below.

**Schedule of Programme**

Inspection of Materials	<b>Date : 02.09.2013 to 11.09.2013 (Excluding Sunday &amp; Holiday) Time : 10.00 A.M to 04.00 P.M., Inspection Compulsory (No Bidder will be allowed to participate in e-Auction without inspection of the materials).</b>
Venue for Inspection	<b>Ambuja Cements Limited.,Unit Bhatapara, P.O.–Rawan ,Tehsil:- Baloda Bazar,Dist.:- Raipur-493331(Chhattisgarh).</b>
On –line Auction Date & Timing	<b>12.09.2013 (Thursday)</b> <b>Lot No. 01 to 07 ----- 02.30 P.M. to 3.15 P.M.</b> <b>Lot No. 08 to 14 ----- 03.20 P.M. to 4.05 P.M.</b> <b>Lot No. 15 to 21 ----- 04.10 P.M. to 4.55 P.M.</b>
Last Date to receive EMD	<b>11.09.2013 (Wednesday) Before 05.00 P.M.</b>
EMD Details	<b>EMD DD as per enclosed list should be drawn in favour of “Ambuja Cements Limited”, payable at “Raipur” &amp; to be submitted to MatexNet Offices as above</b>
Registration Fees (Not Applicable for Registered Members)	<b>DD/PO of Rs. 5,618/- in favour of Matex Net Pvt. Ltd., Payable at Raipur.</b>

**Contact for details :**

<b><u>Ambuja Cements Limited,Bhatapara</u></b> 1. Mr. A.K. Dubey (Dy. Manager – Materials) Contact No.-08982073648. 2. Mr. A.K. Upadhyay(GM – Materials), Contact No. - 08982073509.	<b><u>Matex Net Pvt. Ltd., Kolkata/Ranchi/Raipur</u></b> ➤ Mr. Mrinal Chakraborty, GM Mob:- 09332541614 ➤ Mr. Harison - Raipur -08223087888 E-mail:-raipur@matexnet.co.in ➤ Mr. Ajay Deep- Raipur - 9685878499 E-mail:- ajay.raipur@matexnet.co.in ➤ Mr. Hardeep Singh - Ranchi Mob:-09334852474/09204198929 ➤ Mr. Dibya Jyoti Biswas/Mr. Animesh Sarkar – Ranchi, Mob:- 0651-3209866 ➤ Mr. Subhasish Chakraborty -033-32914000 E-mail:-kolkata@matexnet.com
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**SAFETY CLAUSE :** It is the Buyer's responsibility to ensure that (1) their personnel entering Ambuja Cements Limited, Bhatapara premises for inspection, collection & lifting of Scrap Materials etc., should be protected properly against any accident, that (2) they are using Personal Protective Equipments as may be necessary for their safety, that (3) they are following safety policy and regulations as per Ambuja Cements Limited stipulations and other statutory regulations and that (4) they have "ESI / Insurance coverage". **Ambuja Cements Limited, Bhatapara will not be held responsible for any accident during lifting of material by Buyers in the factory premises.**

**SPECIAL NOTE:-**

1). E-1 Transaction Will not be Applicable.

2). Inspection Compulsory, (No Bidder will be allowed to participate in e-Auction without inspection of the materials).

3). EMD amount will not be refunded if part quantity is lifted within the scheduled time. full 100 % quantity is to be lifted by the buyer then only EMD amount will be refunded.

**Bidders may deposit EMD Amount through RTGS also. A/C details as mentioned below:-**

**RTGS NO. :-** 10910292608      **AMBUJA CEMENTS LIMITED**

**IFC NO. :-** SBIN0001048      **BALODA BAZAR**

**BANKER :-** STATE BANK OF INDIA, BALODA BAZAR BRANCH , CHHATTISGARH.

**Your offer should be BASIC PRICE Only. (Taxes as applicable will be charged extra)**

Rates must be quoted per Lot:

1. VAT / CST and Excise Duty (ED) mentioned are indicative only. VAT/CST, ED, Edu. Cess and TCS shall be charged extra as applicable at the time of collection of material.
2. Dismantling and loading is in scope of the buyer

## **TERMS & CONDITIONS OF THE ONLINE AUCTION**

### **Definitions**

**SELLER:** -Seller referred in this catalog, is **Ambuja Cements Limited., Unit Bhatapara, P.O.-Rawan , Tehsil:- Baloda Bazar, Dist.:- Raipur-493331(Chhattisgarh).**

➤ **SERVICE PROVIDER:** **Matex Net Pvt. Ltd** (hereinafter referred to as "Matexnet") is an e-commerce service provider appointed by the seller to facilitate virtual auction by the seller. Matexnet will only facilitate online auction and are considered as third party not particularly interested in the item/s being sold on behalf of seller.

➤ **BIDDER** – Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite EMD and registered at Matexnet and who makes or places a bid for and purchases the auction property either in part or in full is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate Earnest money deposit. Successful Bidder is that Bidder in whose name confirmation of sale is issued by the seller.

### **1.0 GENERAL TERMS & CONDITIONS**

1.1 Subject to the reserve price, if any, fixed by the SELLER and subject to the terms and conditions set out herein, sale shall be made to the HIGHEST BIDDER on **"AS IS WHERE IS BASIS"** and **"NO COMPLAINT BASIS."** The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction property offered for sale.

- 1.2 SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements during the auction in the auction room on the website and changes made in the catalogue including start price, bid increment/decrement, extension of time for lots where received bids / no bids are received, and any other 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 seller, and it is binding on the bidder. Bidders are advised in their own interest not to leave the auction room till the entire auction is closed.
- 1.3 Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the Auction Property and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction. Seller/Matexnet will not entertain any complaints or objections once Bid is placed.
- 1.4 Seller./Matexnet does not give warranty or guarantee of the quality, quantity, measurement, condition Chemical composition of each individual item/s or lot/s that form the auction property and about its "End Use" or fitness for a particular purpose.
- 1.5 The highest bidder does not get any right to demand acceptance of his offer. SELLER 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 there of. In the event of such rejection/ cancellation/ withdrawal, SELLER, shall refund the value of Auction Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.
- 1.6 EMD amount will not carry interest.
- 1.7 In the event of failure on the part of the successful bidder to fulfill his contractual obligations, seller / Matexnet reserves the right to debar such bidder from participating in any future auction conducted by Matexnet on behalf of seller.

**Disclaimer –**

1. Matexnet runs its business on the basis of a robust Web Site. However Matexnet is outsourcing server space from a third party hosting company and hence shall ensure the smooth running in all good faith and intention. However Matexnet will not be held responsible for any failure of power, Network, server, hosting server, Internet connectivity, ISP or otherwise at Bidder's end or at Matexnet directly or indirectly affecting online method of Bidding.
2. Matexnet takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend, indemnify and hold harmless. Matexnet from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall Matexnet be liable for any loss for the transactors by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that Matexnet has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations to be followed from time to time etc. Since Matexnet does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in

the materials as a part or as a whole does not violate any applicable law. Matexnet Pvt. Ltd. is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between the Seller and Bidder. Matexnet Pvt. Ltd. shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.

3.The Seller/Bidder agrees to limit the liability of Matex Net Pvt. Ltd. to them for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of Matex Net Pvt. Ltd. to the Seller/Bidder shall not exceed it's total fee receivable from the Seller/Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

## **2.0 PARTICIPATION**

**2.1- Ambuja Cements Limited- Bhatapara** reserves Right of participation in online auction

**2.2-** Bidders/Seller may note that any payments by DD or cheque or any other means towards EMD/Security Deposit or other purposes received by MatexNet on behalf of Seller/Bidder shall be handled in good faith and intention. However MatexNet shall not be responsible for the loss of DD/Cheque from its custody due to reasons beyond its control such as fire, theft, burglary, loss in transit, accident, war, riots, civil commotion, any terrorist activity, any natural calamity, adverse weather and climatic conditions etc.

**2.3-** Bidders must mention PAN No. on Acceptance Form, failing which bid can't be accepted.

**2.4** The prospective bidders have to register with MatexNet by submitting the Membership Registration form duly filled and signed along with self attested copies of their PAN Card, valid VAT registration certificate (if available), and address proof by way of electricity bill, or telephone bill, or Bank account statement for the last six months. The Membership Registration form along with the prescribed documents shall be submitted to MatexNet. The Prospective Bidders, who have submitted the Membership Registration form along with the prescribed documents to MatexNet once, need not submit the same again. The prospective bidders after completing the registration process as above shall have to deposit Earnest Money Deposit (EMD) for each lot separately or for all lots as prescribed. (Refer Details of Auction Property for Lot-wise EMD) by Demand Draft / Pay Order on any Scheduled / Nationalized Bank / Scheduled Co-operative Banks (as prescribed by the Seller) Drawn in favour of "**Ambuja Cements Limited**" payable at Raipur .It has to be submitted directly to any office of MatexNet (see details of MatexNet's Offices in [www.matexnet.com](http://www.matexnet.com)). **CASH WILL NOT BE ACCEPTED.**

**2.5** On completion of the registration process and payment of prescribed EMD as outlined in 2.4 above, seller/MatexNet will activate the User – Identity to enter into Website [www.matexnet.com](http://www.matexnet.com) . **Prospective Bidders may please note that failure to submit the Membership Registration form duly filled and signed along with the prescribed documents will lead to non-activation of the User ID even if the prescribed EMD has been remitted.**

**2.6** Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password.

## **3.0 CONDITIONS APPLICABLE TO "ONLINE" AUCTION METHOD OF BIDDING**

**3.1 Validity:** The Online auction bidders and Tender bidders must keep their bids valid for a period of **15 calendar days** from the date of closing of e-Auction excluding the date of closing. In case the **15<sup>th</sup> days** falls on a holiday or remains closed for the seller, such Bids will be deemed to be automatically extended to be valid up to the next working day of seller.

**3.2Time Extension:** If any market-leading bid (bid higher than the highest at the point in time) is received within the last 3 minutes ("Time Extension" as mentioned in the Bidding Room will be in force & 3 Minutes is an example) of closing time, the time will be extended automatically by 3 minutes.

**3.3Training:** Matexnet will provide training (online) if required by the bidders at a mutually convenient date and time before the Auction.

**3.4Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. Bidders may please note that in the event of a manual bid amount matching that of an auto bid, the manual bid will prevail and be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.

### **3.5 Auto Bid**

- a. Auto Bid facility is provided for bidders intending to place a maximum value for a lot/lots.
- b. 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.
- c. Once auto bid is set, the auction engine will consider the ceiling amount for the next possible Bid only, depending on the highest bid prevailing at that point of time and the increment amount prescribed for that particular lot.
- d. **Bidders may please note that in the event of a manual bid amount matching that of auto bid, the manual bid will prevail and be considered.**

**4.0Contract Validity** – The contract is **valid for 15 days** from the date of e-Auction.

### **5.0Payment**

**5.1**All payments shall be made In the form of Demand Draft/Pay order issued by any Scheduled / Nationalized Bank /Scheduled Co-operative Banks in favour of "**Ambuja Cements Limited**" payable at Raipur

**5.2**On receipt of sale confirmation, Successful Bidder/s shall deposit interest free security deposit @10% of bid value or Rs 25,000/-whichever is higher within 5 days from the date of Seller's confirmation.The EMD already deposited, if any, shall be adjusted in the security deposit amount. In case the successful Bidder/s fail/s to deposit the same, EMD amount will be forfeited without any information to the successful bidder/s. Please note that security deposit will not be adjusted against sale of scrap.

**5.3**On receipt of sale confirmation, Successful Bidder/s shall deposit 100% value of the material for the respective lot/s inclusive of the applicable taxes and duties, if any ,(calculated as per the bid/s placed and approved by the seller) before collecting the materials as per payment schedules mentioned in clause 5.5. EMD/security deposit shall be released separately subject to successful execution of the order in all respects.

**5.4**Bids placed/Rates offered are for the basic price only and are exclusive of all applicable taxes and duties like Excise Duty, VAT, IT, TCS etc. Taxes and duties will be in addition to the basic price **and will be added at the rates applicable at the time of delivery.**

### **5.5 Payment & Lifting Schedule :-**

<b>SALE VALUE ( BASIC VALUE) per Lot.</b>	<b>Payment Period (Following the date of issue of Sale Order)</b>	<b>Lifting Schedule (Following the date of issue of Sale Order)</b>
Up to 10 Lacs	Within 10 Working Days	Within 7 Working Days from the date of payment made to Ambuja Cements Limited as per payment period mentioned.
Between 10 – 25 lacs	Within 15 Days 1 <sup>st</sup> Installment of 50% of value within 10 days  2 <sup>nd</sup> Installment of 50% of value within Next 5 Days	Within 7 Working Days from the date of payment made to Ambuja Cements Limited as per payment period mentioned.
Above 25 Lacs	Within 20 Days 1 <sup>st</sup> Installment of 40% of Value within 10 Days  2 <sup>nd</sup> Installment of 40% of Value within next 5 Days  3 <sup>rd</sup> Installment of balance 20% amount within next 5 Days	Within 7 Working Days from the date of payment made to Ambuja Cements Limited as per payment period mentioned.

If any bidder fails to deposit 1<sup>st</sup> installment and or unable to lift material within given time period, as per above table, EMD amount will be forfeited & material can be sold to second highest bidder or any other approaching party without any information to the successful bidder/s.

### **6.0 DELIVERY**

The successful Bidder shall not be entitled to choose or pick up any particular material from the lot. He has to lift the entire material as available in the lot / lots bid by him successfully for

**6.1** On receipt of full Sale Value along with applicable ED/VAT/ Sales Tax/TCS & other Charges by the Seller, the Seller will issue final Sale/ **Delivery / Release Order** to the Buyer thereby enabling him to **lift the materials within specified Time as per the lifting schedule** mentioned in clause 5.5..

**6.2**Lifting of materials will be allowed only between **08:00 A.M. to 5:00 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.

**6.3**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.

**6.4**If the goods sold or portion thereof remain un-cleared in the premises of the seller beyond the stipulated period, the sales proceeds of the un-lifted assets shall be forfeited and the un-lifted portion of the assets may be removed at the risk and cost of the buyer.

**6.5**While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the seller's premises.

**6.6**Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipments or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of seller. The decision of the seller or his authorized representative shall be final in this regard.

**6.7**The Buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses. He will make his own arrangement for lifting, loading and transporting the material from the factory premises and he will not claim any sort of assistance whatsoever from the company.

**6.8**The weight Taken at Seller's Ambuja Cements Ltd.,Bhatapara site office in presence of successful Buyer's representative shall be taken as final for payment and no dispute on account shall be entertained and this weighment slip shall be used for all further purposes.

**6.9**It will be successful Buyer's responsibility to weigh the empty Truck at the weighbridge and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.

**6.10** Should the original purchaser wish to take delivery of the surplus material through a representative, he must authorize the latter by a letter of authority or continuing authority, which shall be presented to the seller. The seller may in his entire discretion decline to act on any such authority and it shall be for the purchaser to satisfy the seller that the authority is genuine. Delivery to such authorized person will constitute valid delivery and no claim shall lie against the seller on any account thereafter.

**6.11**Once the goods / materials are taken out of the factory gate, purchaser will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.

**6.12**Resale will not be recognized. The purchaser 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.

**6.13** Buyer and his men are subject to the security rule of Seller in force while in the Seller's premises. He / they shall be responsible to ensure that their employees, agents, workmen, representatives etc. follow safety policy and regulations as per ACC Limited stipulations and other statutory regulations. He/They shall ensure that all his/their employees, agents, workmen, representatives on ACC's site use safety belts, gloves, helmets, masks etc., as necessary for their safety. He/They shall be responsible to secure compliances with all laws , rules, regulations by the government, bye-law / notifications ,orders etc. of the local authorities and statutory bodies as may be in force from time to time. He/They shall be responsible to comply with all statutory obligations like Labor License, Workman Compensation policy, ESIC, PF etc. whichever is applicable. The Company will not in any way be responsible for any kinds of acts omissions, breach or non compliance of the Buyer and the Buyer shall indemnify the company against any and all kinds of claims, demands, fines, losses, damages, costs, penalties, expenses, actions, suits or proceedings, injuries, monetary liability on account of death of any person, costs of response to any governmental inquiry, liability for loss of or damage to property or for loss or damage arising from attachments, liens or claims of materials, men or laborers, and reasonable attorney and consulting fees and costs relating to any of the foregoing arising in this regard.

The Buyer/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the Seller'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 EMD.

**6.14** While taking delivery of the material, the Purchasers 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 purchaser 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.

**6.15** 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 hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials.

**6.16** 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 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.

## **7.0 Disputes / Arbitration**

**7.1** An authorized official of the Seller or any other person, appointed by the Parties mutually shall decide any dispute arising between the successful Bidder and Seller. In case if the Parties have a difference of opinion in finalizing the sole arbitrator then each Party shall select its own arbitrators and the two arbitrators appointed by the Parties shall jointly appoint the third

arbitrator. The proceedings shall be conducted in accordance with the provisions of the Arbitration & Conciliation act, 1996. The decision ("Award") of the Arbitrator/s shall be final and binding on both the Parties. The venue of arbitration shall be Mumbai

**7.2** Any appeal against such Award or any injunctive relief sought by the Parties shall be subject to the jurisdiction of **Mumbai Courts** only.

**7.3** In the event of any dispute with regard to not taking possession / non-availability of inspected Auction Property etc. and forfeiture of 'EMD', MatexNet will not be held responsible for the loss / forfeiture.

**8.0 Termination of Contract – Ambuja Cements Limited reserves the right to terminate the contract at any time without showing any reason to such termination, by giving a notice of 7 days in advance .Seller may also terminate this contract on the following grounds with immediate effect.**

**8.1** Unsatisfactory execution or performance of the contract by the Buyer.

**8.2** For improper behaviour of the buyer or by his employees / agents / representatives or breach of the terms and conditions of the contract .

**8.3** Or for the reason , whatsoever , as may deem fit to Ambuja Cements Limited for termination of the contract.

**Acceptance Form to be duly filled and submitted along with visiting card at any of the offices of Matexnet along with EMD.**

Note- All entries compulsory

**DECLARATION**

DATE:

To,  
The GM-Materials,  
M/s. Ambuja Cements Limited,  
(Unit:-Bhatapara)  
P.O – Rawan,Tehsil:-Baloda Bazar,  
Dist. – Raipur-493331(Chhattisgarh).

Dear Sir,

1.I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the online auction catalog for Sale including the disclaimer clauses and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the online Auction for sale of various disposal items by **Ambuja Cements Limited, Bhatapara.**

2.I/We further declare that I/We intend to purchase the above-referred material from **Ambuja Cements Limited, Bhatapara** for our own use/business and that the information revealed by me/us in this acceptance form is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the seller and the seller will be at liberty to annul the offer made to me/us at any point of time.

3. I/We also agree that after my/our offer/bid placed by me/us for purchase of the material is accepted by the seller and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions of the auction catalog and offer letter, the Earnest Money Deposit and any other monies paid by me/us along with the tender and thereafter, are liable to be forfeited by the seller and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by the seller.

4.The decisions taken by representatives of seller shall be binding on me.

5.I also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.

6.I note with due care that the Matexnet shall be making the announcements of correction with the consent and knowledge of the seller and MatexNet shall not be liable for these last minute change.

USER ID( if exists)\_\_\_\_\_

Person / concern / firm / company in whose name the material is/are to be purchased

.....  
.....

Contact Person(s) \_\_\_\_\_

Designation \_\_\_\_\_

(In case of company/firm, give, in addition, names of key Directors/ Partners)

Address \_\_\_\_\_

Sales Tax / VAT Registration No. / TIN No. \_\_\_\_\_

PAN NO. \_\_\_\_\_

Phone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_ Fax No.- \_\_\_\_\_

E-Mail \_\_\_\_\_

Are you familiar with e- Auction/online bidding? YES/NO

If NO, attending a Mock e-Auction with prior appointment is mandatory. And in an event the Mock e-Auction is not attended, NO COMPLAINTS will be entertained.

LOT No.	DD/PO No.	Bank Name	Branch	Dated	EMD Amount

**Signature of Authorized Signatory with Name and Seal.**