

## UltraTech Cement Limited

Jharsuguda Cement Works,  
P.O. Arda ,Dist - Jharsuguda -768202 (Odisha),India  
Ph:- 06645-283125  
Website:- [www.ultratechcement.com](http://www.ultratechcement.com)



### Online Auction Platform And Support Services Provided By:-

**MATEX NET PVT. LTD.**

Shop No. 106, 1st Floor,  
Gagan Awaas Commercial Complex,  
Gajapati Nagar,Bhubaneswar- 751005 ( Odisha)  
Ph- 08895377877



Email :- [bhubaneswar@matexnet.com](mailto:bhubaneswar@matexnet.com) ,WebSite:-[www.matexnet.com](http://www.matexnet.com)

Matex Net Pvt. Ltd. is an authorized e- commerce service provider for **UltraTech Cement Ltd., (Seller)** to obtain rates online through its portal [www.matexnet.com](http://www.matexnet.com). The sale and purchase are directly made by the Seller and buyer/s (Bidder/s).

**UltraTech Cement Ltd., Jharsuguda Cement Works(Odisha)** will sell **MS Scrap** 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

Scheduled Inspection Date & Time	<b>From 11.11.2013 To 16.11.2013 (Except Sunday's &amp; Holidays)</b> <b>Time: 10.00 A.M. to 04.30 P.M.</b>
Venue of Inspection	UltraTech Cement Limited Jharsuguda Cement Works, Post – Arda, Dist-Jharsuguda (Odisha), Pin – 768202 <b>N.B.-Plant is located 10 Kms from Jharsuguda Rly.Station (Odisha).</b>
EMD Details for Participation	<b>EMD of Rs.2,20,000/-should be drawn in favour of "UltraTech Cement Limited" payable at "Jharsuguda".</b> <b>EMD/ SD :- Only DD/RTGS/NEFT will be acceptable. No cash should be deposited in Ultratech account for EMD / SD.</b> <b>Pls. note,EMD can be directly submitted at UltraTech Cement,Jharsuguda Plant by DD/RTGS/NEFT or at any MatexNet office by way of DD.</b>
Last Date to Submit EMD DD	<b>18.11.2013 (Monday ) till 01.00 P.M.</b>
Scheduled On-Line Auction Date & Time	<b>Date :- 18.11.2013 (Monday )</b> <b>LOT NO. 01 :-TIME- 3.30 P.M. to 4.15 P.M.</b>
Participation Fee – <b>OPTIONAL</b> (Not applicable for existing members registered with MatexNet Pvt. Ltd.)	Rs.5,618/- by DD/PO in favour of Matex Net Pvt. Ltd., payable at <b>Bhubaneswar</b> as Subscription Fee for ONE YEAR

**FOR FURTHER DETAILS CONTACT**

<b>Matex Net Pvt Ltd.</b> 1.Mr. Mrinal Chakraborty(GM),M- 09332541614 2.Mr.Dwijabar Dash(Sr.Manager-Bhubaneswar) M- 09437284458 Email <a href="mailto:ld-dash.bhubaneswar@matexnet.com">ld-dash.bhubaneswar@matexnet.com</a> 3.Mr.Diptendu Kumar Jena(Bhubaneswar) M-09337122923 4.Mr.Harison Fernandez, (Raipur)-08223087888 5. Mr. Hardeep Singh (Ranchi), M – 09334852474 6.Mr. Subhasish Chakraborty (Kolkata) Ph – 033 3291400,email- kolkata@matexnet.com	<b>UltraTech Cement Ltd , Jharsuguda Cement Works (Jharsuguda),Odisha</b>  1.Mr.Narayan Mohanty (Sr.Officer-Materials)  Mobile : 09090099505
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**Contact Details**

Contact official at <b>MatexNet Pvt Ltd, Chennai</b> Tel: 044 – 4343 7474 <b>MatexNet Pvt. Limited., Hyderabad</b> Tel : 040 32994006 / 7 <b>MatexNet Pvt. Limited., Mumbai</b> Tel: 022 32579884 to 9886 <b>Matexnet Pvt Limited., Delhi</b> Tel: 011 32566754 <b>Matexnet Pvt Limited., Bangalore</b> Tel: 080 42440600 <b>Matexnet Pvt Limited., Coimbatore</b> Tel: 0422 3209003 <b>Matexnet Pvt Limited., Cochin</b> Tel: 0484 3241300	<b>UltraTech Cement Ltd.,Jharsuguda Cement Works(Jharsuguda),Odisha</b>  2. Mr.Ramesh Ch.Pradhan (Officer-Stores)  Mobile: 09090094523
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**Bidders may deposit EMD/Payment through RTGS also. A/c details as mentioned below :-**

**NAME OF BANK : HDFC BANK**

**NAME OF ACCOUNT : ULTRATECH CEMENT LIMITED**

**BANK A/C NO- 00140310004076**

**IFSC CODE – HDFC0000014**

**MICR CODE- 700240003**

**TYPE OF ACCOUNT- CURRENT**

**BANK ADDRESS: HDFC BANK LIMITED, 2 / 6, SARAT BOSE ROAD, CENTRAL PLAZA,**

**KOLKATA – 700 020 (WEST BENGAL).**

**LIST OF ITEMS FOR DISPOSAL IN ULTRATECH CEMENT LTD- JHARSUGUDA CEMENT WORKS (ODISHA) E-AUCTION ON DT.18.11.2013**

LOT NO.	ITEM DESCRIPTION	QUANTITY(+/-10%)	UOM	EMD(Rs )	TAX/DUTY	PCB CERTIFICATE REQD.(Y/N)
1	MS Scrap	100 MT	MT	220000	ED- N.A. VAT/CST-5 % OR CST 2% AGAINST "C" FORM TCS-1%	N

**N.B.- All items to be sold on "as is where is basis"**

**EMD/ SD :- Only DD/RTGS/NEFT will be acceptable. No cash should be deposited in UltraTech account towards EMD / SD.**

Your offer should be **BASIC PRICE Only. (Taxes as applicable)** Rates must be quoted per lot:

- 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.
- Dismantling and loading is in scope of the buyer.

**TERMS & CONDITIONS OF THE ONLINE AUCTION**

**Definitions**

- **SELLER:** -Seller referred in this catalog, is **UltraTech Cement Ltd.**
- **SERVICE PROVIDER:** Matexnet 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 term 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 catalog 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 fulfil 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 **UltraTech Cement Ltd.** 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 the

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 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 "UltraTech Cement Limited" Payable at Jharsuguda (Odisha). It has to be submitted directly to any office of Matexnet/UltraTech-Jharsuguda Plant (see details of Matexnet's Offices in contact details ).** 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. 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 must keep their bids valid for 15 days from date of e-Auction and upon confirmation till delivery of materials.**

**3.2 Time 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.

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

**3.4 Bids:** 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 outbid, 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.

#### 4.0 Payment

4.1 All payments shall be made in the form of Demand Draft in favour of **UltraTech Cement Limited, Payable at Jharsuguda. Amount can also be remitted through RTGS/NEFT(RTGS details are as above). All bank charges will be to your account.**

4.2 The successful bidder shall pay to the company a Security Deposit as per the amount decided

by the company and sign a contract for the purchases of material as per the terms & conditions mentioned here, **within 07 days of receipt of letter communicating the offer of acceptance.** The Security Deposit will not carry any interest and will be refunded within 15 days after expiry of contract period, provided the purchaser has satisfactorily fulfilled all obligations under the contract. This deposit is liable to be forfeited by the company in the event of termination of the contract.

In case of failure on the part of the successful bidder to pay the Security deposit and sign the contract within the stipulated time, the company reserves the right to forfeit the Earnest Money Deposit paid and make alternative arrangement for disposal of the material.

**CONTRACTORS WHO HAVE EARLIER DEFAULTED IN LIFTING OF SCRAP MATERIALS AND HAVE HAD THEIR SECURITY DEPOSITS FORFIETED WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE AUCTION**

- 4.3 Bids placed / Rates offered are for the **BASIC PRICE** only and are exclusive of all applicable taxes and duties like VAT. IT, ED, TCS will be extra.

**5.0 DELIVERY**

- 5.1 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 10 days.** In case of default in lifting materials, security deposit will be forfeited.
- 5.2 Lifting of materials will be allowed only between 9.00 A.M. and 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 weighbridge is final.
- 5.3 **In case of failure on the part of purchaser to make payment and complete the removal of material within the time limit stipulated, the company will have the right to charge ground rent for the site at which the materials is stored at the rate of ½% of the value of the material per day to dispose off such material in any other way at its discretion and recover the losses caused if any due to such disposal item the Security Deposit / Earnest Money Deposit or any other dues of the purchaser. In the event of the purchasers failure to pay for and lift the material even after 2 days of order or written instruction the company shall terminate the contract forthwith and make alternative arrangements for disposal of the material. The purchaser will not be permitted to sell any part of the material in the company's premises.**
- 5.4 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.
- 5.5 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-LPG(industrial)/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. Only standard makes of equipments are to be used as per direction of seller.
- 5.6 The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses. You should ensure that the crane and wire rope slings/ chains should have proper test certificate of a reputed third party (not by the supplier). In the absence of the test certificate, we will not allow them inside the plant.
- 5.7 It will be successful purchaser'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.
- 5.8 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.

- 5.9 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.
- 5.10 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.
- 5.11 **Purchaser and his men are subject to the security rule of seller in force while in the seller's premises.** The purchaser/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 purchaser 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.
- 5.12 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.
- 5.13 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, safety helmet, safety goggles etc.) to the labourers, who are engaged for loading the materials. Valid insurance policy is required for the personnel working in the factory. The vehicle which comes to lift the scrap materials should have proper documents like valid registration, fitment, insurance, etc. along with a helper. The vehicle should have a reverse horn.
- 5.14 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.

## 6.0 Disputes / Arbitration

- 6.1 An authorized official or any other person appointed by the seller shall decide any dispute arising between the successful bidder and seller. The decision of the Arbitrator shall be final and binding on both the parties..
- 6.2 Disputes between seller & bidder if any shall be within the jurisdiction of **Jharsuguda courts.**
- 6.3 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.

## TERMS & CONDITIONS OF ULTRATECH

### 1) DESCRIPTION OF MATERIALS :

Material offered for disposals are listed in the Tender Forms. The material is available for inspection at **UltraTech Cement Limited, Jharsuguda Cement Works, Post – Arda , Dist.-Jharsuguda (Odisha) ,Pin -768202.**

## 2) PERIOD OF CONTRACT : As per sale order

### 3) RATE :

The rate should be quoted as per the unit of measurement mentioned in the List and it is Ex- our Works only ( exclusive of taxes and central Excise Duty and levies)

All offers are understood to be on “**AS IS WHERE IS BASIS**” and successful bidder will have to lift the materials with their own labour, tools and tackles, cranes and transport.

### 4) TAXES :

Sales tax or any other taxes, cess, Central & excise duty applicable from time to time, which may be imposed by the Central Govt., State Government, Municipality or other bodies will be payable by the purchaser in addition to the rate as per clause 4 above. Hence, rate quoted should be exclusive of all taxes and duties.

### 5) PAYMENT AND DELIVERY :

(a) Purchaser will have to pay by a Bank Draft of full value of the material including taxes, cess, Excise Duty etc as applicable and take delivery from our Works within the stipulated time limit.

**DD should be in favour of UltraTech Cement Limited, Payable at Jharsuguda. No outstation DD will be accepted..**

(b) The material will have to be lifted in total without sorting or any kind of leaving behind any portion of lot. The company, however, reserves the right to retain any useful material mixed up with in the lot and detained at the time of loading subsequently.

(c) In case of failure on the part of purchaser to make payment and complete the removal of material within the time limit stipulated, the company will have the right to charge ground rent for the site at which the materials is stored at the rate of ½% of the value of the material per day to dispose off such material in any other way at its discretion and recover the losses caused if any due to such disposal item the Security Deposit / Earnest Money Deposit or any other dues of the purchaser. In the event of the purchasers failure to pay for and lift the material even after 2 days of receipt of written instruction the company shall terminate the contract forthwith and make alternative arrangements for disposal of the material.

(d) Delivery of the material will be given only between **9.00 Hrs and 16.00 Hrs.** on any working day of the company.

**(e) The labourers deployed for loading the scrap materials should be duly insured by a reputed insurance co. The labourers should be provided with safety shoes, helmets & hand gloves. They have to undergo training at our works.**

**(f) The truck comes for collection of scrap materials should possess the valid insurance coverage, fitness, registration and other relevant documents. The driver should have a valid driving licence. The vehicle should have a helper to assist the driver. The vehicle which enters in our plant should have reverse alarm, indicators, head lights, rear view mirror, etc. as per our discretion. In case all these are not fulfilled, we will not allow the vehicle inside the plant. Kindly ensure that the vehicle is in good condition and free from defects in all respect.**

### 6) RESELLING :

The purchaser will not be permitted to sell any part of the material in the company's premises.

### 7) EARNEST MONEY :

An Earnest Money deposit shall be payable by **Bank Draft** along with the offer indicating the tender reference in the offer. The contractor is also to submit xerox copies of the PAN number as well as the TIN no.

The company will be free to reject any offer, which does not bear the reference of the Earnest Money Deposit.

### 8) SECURITY DEPOSIT :

The successful bidder shall pay to the company a Security Deposit as decided by the company and sign a contract for the purchases of material as per the terms & conditions mentioned here, **within 7 days of receipt of letter communicating the offer of acceptance.** The Security Deposit will not carry any interest and will be refunded within 15 days after expiry of contract period, provided the purchaser has satisfactorily fulfilled all obligations under the contract. This deposit is liable to be forfeited by the company in the event of termination of the contract as provided in clause 7 above. If the material is not lifted appropriately, security deposit will be forfeited.

### 9) FOREFEITURE OF EARNEST MONEY:

In case of failure on the part of the successful bidder to pay the Security deposit and sign the contract within the stipulated time, the company reserves the right to forfeit the Earnest Money Deposit paid and make alternative arrangement for disposal of the material.



**CONTRACTORS WHO HAVE EARLIER DEFAULTED IN LIFTING OF SCRAP MATERIALS AND HAVE HAD THEIR SECURITY DEPOSITS FORFIETED WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE AUCTION**

**10) WEIGHMENT :**

Weighment of materials recorded at our works will be considered as final and no dispute whatsoever will be entertained.

**11) INSPECTION:**

The company reserves the right to inspect the material during the stage of collection ex our Works, during weighment, as well as in the customer's godown if necessary. In case the company finds that material of wrong description has gone, the purchaser agrees to give full freedom to the company's representative to take back the wrong supply and face legal action for lifting of incorrect material.

**12) CHOICE OF ACCEPTANCE:**

The company reserves the right to reject any or all offers received, without assigning any reason whatsoever, nor is the company bound to accept the highest offer.

**13) MISCELLANEOUS :**

If quoted rates are not found competitive your EMD will be refunded after deducting the DD charge.

**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,  
UltraTech Cement Ltd.,  
Jharsuguda Cement Works,Po-Arda  
Distt-Jharsuguda,PIN-768202  
Odisha

.....

Dear Sirs,

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 ..... by .....

2.I/We further declare that I/We intend to purchase the above-referred material from ..... 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.

4The 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

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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 \_\_\_\_\_

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.**