

UNDER THE INSTRUCTION OF
Lanxess India Pvt. Ltd

LANXESS

Energizing Chemistry

GSTIN: 23AACCB3880A1Z9

E-Auction for the sale of Scrap Materials lying at Nagada Plant

E-Auction on 18th September, 2019
Between 11:00 AM to 13:00 PM

At

Venue of E-Auction www.ashvinauctioneers.com

Inspection of the Scrap Materials

**Between 5th September to 13th September, 2019.
10:00 am to 5:00 pm.**

(Except Sundays and Holidays)

VALID Photo ID is required and Maximum 2 persons allowed from
Company

**Prospective bidder shall need to email 1 days in advance before visiting the Plant for
inspection**

E-mail id: manish.thakur@lanxess.com

At

Lanxess India Private Limited,

Chemical Road, Mehatwas Post : Birlagram Dist. Ujjain NAGDA Madhya Pradesh 456331
INDIA Region: Madhya Pradesh

**Contact Person Mr. Manish Thakur ; Phone: +91 7366 245675(D)
+91(0)7366245104 (Boardline)**

M/s. ASHVIN & CO. (Auctioneers)

Br.O.: B/314,3rd Floor, Shyamkamal CHS, Next to Big Bazaar,
Above Park Avenue Showroom, Agarwal Market, Vile Parle (E), Mumbai 400057.
Tel: 26107515 Tel.Fax: 2613 3600

E-mail: ashvinauction@gmail.com

Contact Person: Mr. Ashvin Shah- M: 9820133274

Mr. Julian Shah – M: 9820739509

Instruction to Bidders/ Tenderers :-

- 1) The intending Tenderer/ Bidders shall have to register on the website of www.ashvinauctioneers.com by Clicking on to the NEW USER.
- 2) Fill up the registration form.
- 3) Take out the print out of the registration form on Company's/private letter head.

4) Submit the hard copy of the registration form with the below mentioned documents :-

- a) **Pan Card of Proprietor OR Pan card of Company**
 - a-i) **Pan Card of Partners / Directors**
 - a-ii) **Pan Card of Authorized person with Authority letter**
- b) **Photographs of signing authority.**
- c) **GST Registration**
- d) **Shop & Establishment copy.**
- e) **ITAR latest filed Income Tax copy.**
- f) **PCB/MOEF License (If Applicable)**

All the above documents have to be self attested.

5) The registration form shall have to be submitted along with non refundable registration fee of Rs. 11,111 + 18% GST (2000) = 13,111/- Demand Draft in the name Ashvin & Co. Demand Drafts shall be submitted in the office of Auctioneers Ashvin & Co, Mumbai Office.

6) Rs.50,000/- for All the LOTS as specified in the list for E-Auction in the form of Demand Draft in favor of **Lanxess India Pvt Ltd** , payable at **Nagda / Par** shall have to be submitted in the office of **Ashvin & Co office at Mumbai on or before 5pm at dt.17.09.2019**

7) Taxes & any other statutory levies extra as applicable.

8) CMD can be release / converted to payment

9) Approved Bidder has to make the 100% payment as per materials of scrap at Lanxess and take the delivery within 7 working days.

10) Delivery should be taken on “AS IS WHERE IS BASIS”, “AS IS WHERE IT LIE BASIS” “NO COMPLAINT BASIS” and “AS ARISING BASIS”, as per the Rules and Regulations Policy of **Lanxess India Pvt Ltd.**

TERMS & CONDITIONS

1. The Assets are being sold on “AS IS WHERE IS BASIS”, “AS IS WHERE IT LIE BASIS” “NO COMPLAINT BASIS” and “AS ARISING BASIS”₂, under the instructions from the **Lanxess India Pvt Ltd**. The highest amongst the E-Auction are subject to confirmation by the Management of **Lanxess India Pvt Ltd**. The quantities, qualities, sizes, measurements, number and weights, whether announced verbally at the time of sale or specified in the catalogues are approximate. All goods are sold on the assumption that the bidders have inspected the goods and know what they are buying whether they have actually inspected the goods or not. Neither the Auctioneer nor the **Lanxess India Pvt Ltd** give any guarantee, warrantee, or undertake any responsibility for make, manufacture, description, quality, condition, size, weight, grade, accuracy, soundness & completeness etc of the goods.
2. The **scrap materials** can be inspected by the intending buyers on **5th September 2019 to 13th September 2019**.
3. No sale shall be invalidated by reasons of any defect or fault in any of the goods or lots, by reasons of any defect or fault in the description thereof in the catalogue or particulars or faults in or error in description. Neither the Auctioneer nor the Management of is responsible for any false, misprint of any of conditions.
4. Lots may be sold bigger, smaller or joint lots than those mentioned in the eaction Catalogue.
5. **Lanxess India Pvt Ltd** shall affect the delivery of the materials on realization of full payment of the sale.
6. **The Weight or Number, quantity against the respective Lots in annexure are indicated approximately no permission for counting, as well as No weightment which in actual may turn out to be more or less than the indicated quantity. In case of actual quantity turning out to be less than the indicated quantity after due completion of the lifting by the Buyer within the stipulated period, the Buyer shall not be entitled to claim any damages, loss of interest or compensation on any other account.**
7. Delivery should be taken on “AS IS WHERE IS BASIS”, “AS IS WHERE IT LIE BASIS” “NO COMPLAINT BASIS” and “AS ARISING BASIS”₂, as per the Rules and Regulations Policy of **Lanxess India Pvt. Ltd**
8. **Lanxess India Pvt Ltd** Rules and Regulation, Safety Precautions to be strictly followed, please note that the management of the **Lanxess India Pvt Ltd** the right to refuse the offer without assigning any reasons. Suppliers / bidders shall ensure adherence to the following guidelines compliance informations and vehicle checklist <https://procurement.lanxess.com/lanxess-procurement/india/> **Note: Supplier code to be added/ given by laxness.....**

9. Balance Payment along with taxes as applicable and delivery should be completed within time specified by **Lanxess India Pvt Ltd** shall charge VAT / GST or any statutory levies as extra as applicable and adjust the CMD of the highest bidder towards the approved bid **payment will be done towards final payment** and collect the balance of the amount of the bid. The Full Payment along with VAT/GST and other taxes & duties as applicable shall have to be made by the successful bidder to the **Lanxess India Pvt Ltd** within time specified as above and they shall take the delivery of the materials on **full truck load Basis. Transportation, whatsoever shall be at Bidder/Buyer's Cost subject to local authority of Madhya Pradesh policy. Transportaion of scrap will be in vendor scope but loading of scrap will be in lanxess scope. Scrap loading will be allow up to 5PM on any working day.** No assistance will be provided by **Lanxess India Pvt Ltd** for shifting, lifting, etc of the sold material along with debris, insulation material, civil, stone, wooden or any type of debris. The highest bidder will have to make his own arrangement for taking away the material. If not complied with, a fine of Rs.2000/-per day is liable to be recovered by **Lanxess India Pvt. Ltd**. The unsuccessful bidders will be refunded of their CMD immediately after the closure of E-auction keeping H1 bidders deposit aside. The said refund shall not carry any interest.
10. Goods once sold will remain at the sole risk of the Highest Bidder from the day of the Bid Accepted.
11. Biddings or purchases of the Scrap by the eBidders are subject to rules and regulations of the **Lanxess India Pvt Ltd** a other laws for the time being in force.
12. All the eBidders should confirm, prior to filing the ebidding and satisfy themselves about the correctness of the descriptions, items, lots, etc., of the Assets. No enquiries or objections in this regard will be entertained at the time of Tender Opening or anytime thereafter. Once an Assets is declared successful to the highest bidder amongst the Tenderer, it shall be deemed that he has waived all objections to the title, description, etc., of the property.
13. It will be the responsibility of the successful Bidder to pay the VAT, Local Taxes, GST, etc, wherever applicable, is required to be paid by the successful bidder
14. Any person who is competent to contract, except a minor or lunatic person, may participate in eauction.
15. All e-Bidders are required to declare beforehand whether they are participating on their own or on behalf of their principals. When an e-Bidder is acting only as an agent, he has to submit an authority from his principal for participating in the e-auction, which is subject to verification.
16. No one can participate in E-Auction without paying of proper CMD (Pre-Bid EMD).
17. The successful (highest) bidder amongst E-Auction, shall have to pay the balance of the bid along with taxes as applicable within time specified as above & shall take delivery with due norms at their cost The goods shall be allowed to be removed only after realization of the amounts paid.

18. Failure on the part of the successful Bidder to pay the balance bid amount within time specified as above from the date of confirmation of sale, shall result in forfeiture of the amounts (including EMD) already paid. No request for extension of time shall be entertained on any ground. The Principal / Management will be at liberty to take further action for sale of the said Assets.
19. All payment must be made by Demand Drafts drawn in favour of **Lanxess India Pvt Ltd** and payable at **Nagda / Par**.
20. All expenses if any or as applicable, will have to be borne by the successful bidder and paid by the successful bidder to the concerned authorities.
21. The Management **Lanxess India Pvt Ltd** reserves the right to cancel or postpone the E-Auction or to withdraw any items of the Scrap Materials from the sale at any time without assigning any reason. They also reserve the right to reject any bid, including the highest bid, without assigning any reason. In such an event, the money already paid for lots will be refunded to the intending purchaser without any interest, unless the same is forfeited as above.
22. The Hon'ble High Courts of **Nagda** only shall have exclusive jurisdiction to adjudicate upon any matter arising under or relating to the e auction.
23. The assets shall be deemed to have been sold in the same state of conditions as they stood at the time of Sale. From the date of his taking possession / delivery, whichever is earlier, the assets so sold will be at the risk of successful bidder therefore they should take proper precaution to receive the purchased assets.
24. The intending successful bidder shall abide by the order / rules of the Central Government / State Government / Local Authorities as may be applicable to the Assets.
25. The successful bidder should mention in the Registration, the correct name(s) of purchaser(s) / purchasers in whose name / names, the assets is intended to be issued. No subsequent change or alteration of the name(s) will be allowed.
26. The successful bidder shall also abide by any other conditions, which may be announced by authorized Officer on behalf of **Lanxess India Pvt. Ltd**
27. All Bidders shall be deemed to have acquainted themselves with the conditions of the sale and given their Tender / Bids subject to these conditions.
28. The successful bidder shall affect the delivery with all security of fire safety & other precautions, so that they do not cause any structural damage to the property throughout the period of delivery. The security deposit (post bid EMD) shall be released thereafter successful completion of delivery within stipulated period.
29. The successful bidder and his men are subject to the Security rules of **Lanxess India Pvt. Ltd**, in force while in the **Lanxess India Pvt. Ltd**, premises. The successful bidder / workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the premises and the successful bidder 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 CMD/EMD/SECURITY DEPOSIT.

30. The successful bidder shall be responsible for any damage that may be done to premises / fittings / Structure of The **Lanxess India Pvt. Ltd**, in the course of removing the lot or lots purchased by them. The authority may at its option arrange to compensate such damages and the purchaser shall pay for the same on demand.
31. The successful bidder's workers who are engaged within The **Lanxess India Pvt. Ltd**, premises they will be governed by the labour laws and rules, Factory Acts and Rules, Local State Laws and The **Lanxess India Pvt Ltd** Safety / Security Rules as applicable. It shall be the responsibility of the purchaser to see that the statutory provisions are complied with.
32. For the Personnel employed at site of the execution of the work as per contract, workmen's insurance policy (W.C. Policy) will be arranged by the successful bidder this is mandatory and to be submitted to the **Lanxess India Pvt Ltd** Office before removal of assets / goods. The successful bidder shall comply with various provisions of the labour laws and be liable for the loss and damage of any of the assets or injury to your personnel for which insurance will be taken by the. successful bidder
33. Force Majeure: **Lanxess India Pvt Ltd** will not be in any way responsible for failure to deliver the goods as per delivery schedule due to causes beyond their control such as strikes, lockouts, cessation of labour, shortened hours, acts of God or other causes or contingency whatsoever. The successful bidder shall not be entitled to cancel the contract and the period of delivery shall automatically be extended accordingly.
34. The **Lanxess India Pvt Ltd** /Ashvin & Co. will not be at any time be responsible for any injuries caused due to accident within premises or at the place of **Lanxess India Pvt. Ltd**, premises or at work of the successful bidder either to the successful bidder or his representative / labour etc., and the successful bidder will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the bidder to provide necessary safety appliances (like hand gloves / safety shoes, etc.) to the laborers, who are engaged for loading the materials.
35. Hydra & Crane with operator is in LANXESS scope - you can review this term. Labour for loading is in LANXESS scope Cutting of any items is not permissible within the site. The safety rules shall have to be followed strictly as per the company rules and regulation.
36. Transportation for Hiring of Truck/Tempo/Other vehicle as per the Rules of Madhya Pradesh State/Local Authority, Special condition, if any, will be announced /declared by the **Lanxess India Pvt. Ltd**
37. If for any reason the sale is not confirmed/ postponed set aside, stayed, etc. The money will be refunded to Bidder without any interest.
38. In all matters related to this Eaucion, **Lanxess India Pvt Ltd** decision will be final and binding on to the Bidders.

Lanxess India Pvt Ltd

SD/-

Authorized Signatory

**E-AUCTION REGISTRATION FORM
(Submit on Company Letter Head)**

DATE: _____

I/We hereby confirm having

- 1) Gone through the all the above-mentioned terms and conditions and agree to take part in the On-line Forward E-Auction for sale of scrap by **Lanxess India Pvt. Ltd**
- 2) I have read the terms & conditions mentioned in the catalogue & I confirm that, I have understood the same very clearly. There is no ambiguity whatsoever & they are acceptable to me & shall be binding on me.
- 3) The decisions taken by representatives of **Lanxess India Pvt Ltd** As a Custodian/Principal in all respects shall be binding on me.
- 4) I also undertake to abide by the additional conditions if announced during the course of e-auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.
- 5) I note with due care that the Auctioneer shall be making the announcements of correction with the consent and knowledge of the Principal/Custodian and auctioneer shall not be liable for these last minute change.
- 6) Having inspected the material and satisfying the condition and type of the same, I/we agree to take part in this On-line Auction on an "AS IS WHERE IS BASIS" and "AS IS WHERE IT LIES BASIS" and "NO COMPLAINT BASIS" & "AS ARISING BASIS".
- 7) I/We also understand that I/we am/are legally bound to purchase the material at the Price at which I/we place the bid.
- 8) I/we understand fully about the **Lanxess India Pvt Ltd** Policy and rules and Regulations and adhere to the scrap sale.

USER ID (if exists) _____

Name of the Company _____

Contact Person(s) _____

Designation _____

Corresponding Address _____

GST No: _____

Phone No. _____ **Mobile No.** _____ **Fax No.-** _____

E Mail (compulsory for On Line Bidding) _____

PARTICIPATION IN E-AUCTION

Are you familiar with E-Auction 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.

In the event of any above information being found in-correct/ in-complete the Participation shall be liable to cancellation by the **Lanxess India Pvt Ltd** At any time and I/we shall not be entitled to any claim for Refund arising from the same.

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

Note: I/ We have inspected the Scrap and read ALL the terms and conditions as well as special conditions of sale and offered bid unconditionally.

Please note that the Management of the **Lanxess India Pvt Ltd** reserves the right to refuse the offer without assigning any reasons.

Signature of Authorized Signatory of Bidder with Name, Designation and Company Seal


E-Auction for the sale of Scrap Materials lying at Nagada Plant

SECTION 1

CMD Rs. 50,000/-

E-AUCTION Starting Time 11:00 AM to 13:00 PM

LOTS Sold on “AS IS WHERE IS BASIS”, “AS IS WHERE IT LIE BASIS” “NO COMPLAINT BASIS” and “AS ARISING BASIS”

Sr No	SCRAP ITEM NAME	UOM	QTY	LAST DATE OF PAYMENT	TENTATAIVE LIFTING PERIOD	GST AS APPLICABLE
1	<p>DESCRIPTION: MS Heavy scrap (Chimney Scrap) (Note: Cutting Permission is NOT ALLOWED)</p> 	MT	Approx 61MT	As per Sale Order	As per Sale Order	

LAST DATE OF PAYMENT	GST AS APPLICABLE
A LUMP SUMP AMOUNT REQUIRED TO BE DEPOSIT IN LANXESS ACCOUNT BEFORE START LIFTING	GST WILL BE APPLICABLE AS PER THE SCRAP ITEM MOC

The purchaser shall abide by the terms & conditions and special conditions of Lanxess India Pvt. Ltd and shall have given their bid unconditionally.