### **Under the Instruction of**

## VVF (India) Limited (Oleo chemicals)



### E-Auction for the sale of MS Square Bar

# E-Auction on 2nd DEC 2024 Between 12:30 PM to 13:30 PM

(NOTE: AUTO TIME EXTENSION FOR EVERY 3 MINS AND MAXIMUM FOR 30 MINS)

At

Venue of E-Auction <u>www.ashvinauctioneers.com</u>

## Inspection of the Plant & Machinery Materials Between 27<sup>th</sup> to 30<sup>th</sup> November 2024. 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 day in advance before visiting the Plant for inspection

E-mail id: <u>ashvinauction@gmail.com</u> or Contact Mr. Joseph Sathe

At

## VVF India ltd.,

Address:- VVF [India] Limited | Plot V41, MIDC Industrial Area, Taloja, District Raigad 410 208 | Contact Person:-

Mr. Joseph Sathe : 79777-17133

## M/s. ASHVIN & CO.

(Auctioneers)

Br.O.: B/314,3<sup>rd</sup> 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; info@ashvinauctioneers.com

#### **Instruction to Bidders:-**

- 1) The intending Bidders shall have to register on the website of <a href="https://www.ashvinauctioneers.com">www.ashvinauctioneers.com</a> 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) ITR 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. 1,000 + 18% GST (180) = 1180/- Demand Draft in the name Ashvin & Co. Demand Drafts shall be submitted in the office of Auctioneers Ashvin & Co. Mumbai Office.
  - 6) Rupees 50,000/- for All the LOTS in section I as specified in the list for & E-Auction in the form of Demand Draft in favor of VVF India ltd., payable at Mumbai / Par shall have to be submitted in the office of Ashvin & Co office at Mumbai.
  - 7) Taxes & any other statutory levies extra as applicable.
  - 8) For successful bidder/s CMD will be converted as security deposit
  - 9) Approved Bidder has to make the 100% payment as per materials of plant & machinery available at **VVF India ltd.**Plant 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" as per the Rules and Regulations Policy of **VVF** (India) Limited

#### **TERMS & CONDITIONS**

1. The Assets are being sold on "AS IS WHERE IS BASIS", "AS IS WHERE IT LIE BASIS" "NO COMPLAINT BASIS" under the instructions from the. The highest amongst the E-Auction are subject to confirmation by the Management of **VVF India 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 **VVF India 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 can be inspected by the intending buyers on 27th to 30 November 2024.
- 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 e-auction Catalogue.
- 5. **VVF India 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" as per the Rules and Regulations Policy of **VVF India ltd.**
- 8. **VVF India ltd.**Rules and Regulation, Safety Precautions to be strictly followed, please note that the management of the **VVF India ltd.**the right to refuse the offer without assigning any reasons. Suppliers / bidders shall ensure adherence to the guidelines compliance information's.
- 9. Balance Payment along with taxes as applicable and delivery should be completed within time specified by VVF India Itd.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 VVF India Itd. 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 Gujarat policy. Transportation of plant & machinery will be in vendor scope but loading of plant & machinery will be in VVF India Itd.scope. plant & machinery loading will be allow up to 5PM on any working day. No assistance will be provided by VVF India Itd.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 **VVF India ltd.**. The unsuccessful bidders will be refunded of their CMD immediately after of the e auction keeping H1 & H2 bidders deposit aside. Refund of H2 bidder will be given only after the post Bid EMD submitted by H1 bidders 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 Assets by the eBidders are subject to rules and regulations of the **VVF India 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 e auction or anytime thereafter. Once an Assets is declared successful to the highest bidder amongst the Bidder, 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 **VVF India ltd.** and payable at **Mumbai/ 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 Hon'ble High Courts of Maharashtra only shall have exclusive jurisdiction to adjudicate upon any matter arising under or relating to the e auction.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. The successful bidder shall also abide by any other conditions, which may be announced by authorized Officer on behalf of **VVF India ltd.**
- 26. All Bidders shall be deemed to have acquainted themselves with the conditions of the sale and given their Bids subject to these conditions.
- 27. 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.
- 28. The successful bidder and his men are subject to the Security rules of **VVF India ltd.**, in force while in the **VVF India 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.
- 29. The successful bidder shall be responsible for any damage that may be done to premises / fittings / Structure of The **VVF India 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.
- 30. The successful bidder's workers who are engaged within The **VVF India ltd.**, premises they will be governed by the labour laws and rules, Factory Acts and Rules, Local State Laws and The **VVF India ltd.**Safety / Security Rules as applicable. It shall be the responsibility of the purchaser to see that the statutory provisions are complied with.
- 31. 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 **VVF India 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

- 32. Force Majeure: **VVF India 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.
- 33. The **VVF India 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 **VVF India 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.
- 34. Labour & Transport for loading is in **scope of buyer and** 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.
- 35. Transportation for Hiring of Truck/Tempo/Other vehicle as per the Rules of Maharashtra State/Local Authority, Special condition, if any, will be announced /declared by the **VVF India ltd.**
- 36. If for any reason the sale is not confirmed/ postponed set aside, stayed, etc. The money will be refunded to Bidder without any interest.
- 37. In all matters related to this E-auction, **VVF India ltd.** decision will be final and binding on to the Bidders.

VVF India ltd.SD/-Authorized Signatory

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

	<b>DATE:</b>
I/V	Ve hereby confirm having
	Gone through the all the above-mentioned terms and conditions and agree to take part in the Online Forward E-Auction for sale plant & Machinery by <b>VVF India ltd.</b>
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 <b>VVF India ltd.</b> As a Custodian/Principal in all respects shal 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"
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 <b>VVF India ltd.</b> Policy and rules and Regulations and adhere to the disposal activity.
	USER ID (if exists)
	Name of the Company
	Contact Person(s)
	Designation
	Corresponding Address

**PARTICIPATION IN E-AUCTION** 

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

E Mail (compulsory for On Line Bidding)\_\_\_\_\_

GST No:

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 **VVF India 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 Assets 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 **VVF India ltd.**reserves the right to refuse the offer without assigning any reasons.

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

## **SECTION 1** CMD Rs. 50,000/-

E-AUCTION Starting Time 12:30 PM to 13:30 PM (NOTE: AUTO TIME EXTENSION FOR EVERY 3 MINS AND MAXIMUM FOR 30 MINS)

## $\boldsymbol{LOTS}$ $\boldsymbol{Sold}$ on "as is where is basis", "as is where it lie basis" "no COMPLAINT BASIS"

Sr. No.	Asset description	LOCATION	Quantity	<b>UOM</b>
1	MS Square Bar	Taloja Plant	20MT	MT

