

# HONDA MOTORCYCLE & SCOOTER INDIA PVT LTD

PLOT NO. S 109 TO 142, KIADB, NARSAPURA INDUSTRIAL AREA,  
KARINAYAKANAHALLI VILLAGE, KASABA HOBLI,  
MALUR TALUK,  
KOLAR DISTRICT,  
KARNATAKA - 563130

ONLINE AUCTION PLATFORM AND SUPPORT SERVICES PROVIDED BY MATEX NET

MatexNet Pvt. Ltd. is an authorized e-commerce service provider for HONDA MOTORCYCLE & SCOOTER INDIA PVT 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).

HONDA MOTORCYCLE & SCOOTER INDIA PVT LTD will sell Various Scrap items & etc., available at Narsapura Industrial Area (Kolar District through Online Auction subject to terms and conditions annexed hereto and as per schedule of programme given below.

## SCHEDULE OF PROGRAMME

Auction ID	Matex1948
Inspection of Auction Property NOTE: Bidder / Participant who wish to participate in the e-auction should compulsorily inspect the auction items. Material inspection form to be duly filled & signed by the bidder in presence of Honda Officials and the same should be submitted to Matexnet before participating in the e-auction.	From 2nd to 4th December 2019 Time: 11:00 AM to 04:00 PM (Except Sunday & Holidays)
Venue of Inspection	HONDA MOTORCYCLE & SCOOTER INDIA PVT LTD PLOT NO. S 109 TO 142, KIADB, NARSAPURA INDUSTRIAL AREA, KARINAYAKANAHALLI VILLAGE, KASABA HOBLI, MALUR TALUK, KOLAR DISTRICT, KARNATAKA - 563130
EMD Details (By DD only)	Honda Motorcycle & Scooter India Pvt Ltd payable at Bangalore
Last Date to receive EMD	Till 05th December 2019 on or before 12.30pm
On-Line Auction Date	12th December 2019 From : 01.00PM to 02.00PM (For All Lots)
Participation Fee - (compulsory for all new participants and for those existing members whose validity has expired)	Rs.8850/- (inclusive of GST) for ONE YEAR payable online through <a href="http://www.matexnet.com">www.matexnet.com</a>

# DETAILS OF AUCTION PROPERTY

Lot No.	Material	Quantity per month in tons	Bid UoM (Per)	SGST %	CGST %	TCS %	EMD /Security Deposit RS.	Contract period (Month)	PCB Certificate Required (Y/N)
1	SHEET METAL SCRAP (BUNDLED)  (Sheet Metal Scrap without Bundle, which the bidder has to lift at Rs 2/- Lesser than the highest Bided Price)  NOTE: QUANTITY WILL BE INCREASED BY 20-25% AND VENDOR HAS TO PLACE 2 VEHICLES (ONE AT EXISTING SITE AND OTHER AT NEW SITE) EVERYDAY ON 24 HOURS BASIS.	500	MT	9	9	1	12,50,000	1 Months	YES
2	HEAVY IRON (A) CHASSIS (B) SILENCER (C) CAST IRON MATERIALS (D) FRAMES (E) MOULDED PARTS (F) MISCELLANEOUS IRON PARTS (NUTS, BOLTS ETC.)	15	MT	9	9	1	60,000	1 Months	YES
3	LIGHT IRON SCRAP  A) PAINTED FUEL TANKS (B) THIN IRON SHEETS. (C) METAL TAPES. (D) VEHICLE SIDE PARTS.	10	MT	9	9	1	35,000	1 Months	YES
4	Aluminium & Iron Mix chips Scrap	35	MT	9	9	1	1,50,000	1 Months	YES
5	Iron Chips Scrap	35	MT	9	9	1	80,000	1 Months	YES
6	Aluminium Casting	10	MT	9	9	1	80,000	1 Months	YES
7	Aluminium Chips Briquette	90	MT	9	9	1	7,00,000	1 Months	YES
8	Aluminium Chips Loose	20	MT	9	9	1	7,00,000	1 Months	YES
9	Waste Poly pack	15	MT	9	9	1	40,000	3 Months	YES
10	Waste Plastic covers	15	MT	9	9	1	5,000	3 Months	YES
11	Rubber Waste	5	MT	9	9	1	5,000	3 Months	YES
12	Garbage	25	MT	9	9	1	10,000	3 Months	YES
13	Wooden waste	15	MT	9	9	1	5,000	3 Months	YES
14	Millcore	15	MT	9	9	1	5,000	3 Months	YES
15	Scrap Dies	50	MT	9	9	1	40,000	3 Months	YES
16	Plastic scrap	25	MT	9	9	1	35,000	3 Months	YES
17	Waste Carton Box	90	MT	9	9	1	65,000	3 Months	YES
18	Used Lube oil	3.5 KL	KL	9	9	1	5,000	3 Months	YES
19	Spent thinner	10 KL	KL	9	9	1	20,000	3 Months	YES
20	Used Cable & Wires	3	MT	9	9	1	5,000	3 Months	YES
21	Zinc Dust	15	MT	9	9	1	20,000	3 Months	YES
22	Scraped RO /UF Filters	30 (Nos)	Each	9	9	1		3 Months	YES
23	Paper Scrap	3	MT	9	9	1		3 Months	YES
24	Non containment cotton waste	10	MT	9	9	1		3 Months	YES
25	Wire harness	2	MT	9	9	1		3 Months	YES
26	Cable harness	2	MT	9	9	1		3 Months	YES

## SPECIAL CONDITIONS

**Note :** Your offer should be for basic price only and taxes will be extra as applicable.

1. Contract validity  
Lot No. 01 to 08 from 01/01/2020 to 31/01/2020 (1 Month)  
Lot No. 09 to 26 from 01/01/2020 to 31/03/2020 (3 Month)
2. Entire material available is to be lifted as on 'As is Where is' basis.
3. EMD will be forfeited for non-adherence.

### Special Terms applicable to HONDA MOTORCYCLE & SCOOTER INDIA PVT LTD

- ❖ Only pollution control board authorized party can participate in this auction
- ❖ All vendors vehicle should carry valid registration certificate of vehicle, valid driving licence of the vehicle, insurance of the vehicle and pollution under control certificate.
- ❖ All vendors employee engaged in the activity of scrap blacking, loading and allied activities should carry appropriate personal protective equipments where ever applicable like safety shoes, safety helmet, safety hand gloves, safety goggles, face shield, Also vendor should carry fire extinguisher for gas cutting, grinding works.
- ❖ Taxes will always be "As applicable"
- ❖ **The load on the vehicle will be permitted only up to load weight permitted by RTO**

### IMPORTANT POINTS:-

#### I.

1. If scrap vehicle will hold with any reason then next day again weighment required for same vehicle and in both weight slip (if different in weight then) H1 weight will be consider for Invoicing.
2. Vendors should clean the yard on 30th of every month, if fails to clean the yard their EMD will be forfeited.
3. In Case of Non-Lifting of Material & Payment; EMD will be forfeited.
4. Scrap Breaking/Damaging & Loading will be in Vendors scope.
5. **Compulsory Helper (fine of Rs 1000 per day).**

#### II.

1. Have to credit amount for any load - 24hrs in advance.
2. EMD amount will not be adjusted for running account at all.
3. EMD amount will not be adjusted in last load & will be returned only after 25 working days of last load.
4. Bring your company's rubber stamp at the time of material inspection.
5. Wear shoes during plant visit.

#### III.

1. Drivers should be available with the vehicle loading under conveyor.
2. A spare vehicle should be available at the site always.
3. Tractor is not allowed for loading the sheet metal scrap.
4. The drivers should follow the safety rules of the HMSI. They should not enter in conveyor area without helmet.
5. Necessary Compliances for all scrap vehicles:
  - a) Driver with valid driving license in original.
  - b) Certificate of registration (original or certified photocopy by class 1 Gazetted Officer).
  - c) Certificate of Insurance (original or certified photocopy by class 1 Gazetted Officer).
  - d) Pollution under Control certificate in original.
  - e) No entry under the influence of liquor or intoxicating drugs.
  - f) All vehicles Indicators / Headlights / Wipers should be in working condition.
  - g) Carrying / using domestic LPG cylinder and kerosene stove inside premises not allowed.
  - h) Possession of liquor or intoxicating drugs inside premises not allowed.
6. No separate area will be given for unloading, dumping/storing & reloading.
7. In case of default of payment and non-lifting of material EMD will be forfeited.
8. Material inspection format is mandatory for all (even existing vendors) along with evaluation for new vendors.

9. Security Amount will not carry any interest and will be refunded within 20-25 days on successfully completing the contractual obligation
10. Total quantity arising during the contract period must and should be cleared before the last day of the contract failing which the EMD/security deposit will be forfeited.
11. Documents Required from Scrap dealers before participating in auction;
12. Copy of company registration (TIN, GST)
13. Copy of PAN Card
14. Copy of Latest Balance Sheet (For turnover)
15. List of present Clients (with supporting documents i.e. Copy of contract/invoice)
16. Number of years' experience in this business.
17. The vehicle weigh after 2.30 pm will be invoiced on next day.
18. Balance should be updated one day advance.
19. Vendor will be levied a penalty of Rs. 5,000/- per day till the dispatch of truck is completed to a maximum of 1day if he fails to lift the material within 1day of communication received from HMSI. (Communication may be SMS, Phone or Email). Further the party EMD will be forfeited and Blacklisted for future participation
20. In case of sheet metal scrap any of the below condition arise than Rs. 25000 is charged as penalty.
  - a) If spare vehicle is not available for more than 10 minutes.
  - b) If driver is not available for more than 10 minutes
  - c) If Scrap material will scatter over the shop floor.
21. Both empty & loaded vehicle will be weighed at in-house weigh bridge of Honda Narsapura.
22. Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipment's 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.
23. Total quantity arising during the contract period must and should be cleared before the last day of the contract failing which the EMD/Security Deposit will be forfeited.
24. Segregation of Waste material will be carry out by Scrap vendor only.
25. Garbage & Polypack vendor will depute their worker on site to segregate & packing of waste on regular basis, (waste overflow from the marked limit is not permissible).
26. Maximum one vehicle load of any scrap material should be maintained at recycle center.
27. Contract Validity - **As per below list**
28. Form 38 should be produced by the vendors at the time of lifting of material.

#### **IV.** NOTE -

1. Quantities mentioned in the item list are Approximate. The total Quantity accumulated during the contract period should be periodically cleared by vendor till the Last Day of the Contract. As per the requirement of Honda Motorcycle failing which his EMD / Security deposit will be forfeited.
2. The Successful Bidders should clear the material within 24 hours to 48 hours of communication received from HONDA/Matexnet (Communication may be SMS, Phone or Email) failing which penalty may be levied or the EMD will be forfeited and the vendor will be blacklisted from future participation in Honda Auction
3. Quantity might vary towards Increase Mode. Material inspection is Compulsory
4. Number of lots per vendor will be decided based on the vendor evaluation

#### **V.** SAFETY RELATED -

1. Every vehicle & labor must carry ppe's along with them:
  - A. Helmet must and should be worn while loading.
  - B. Hand gloves and mask to be used at all time
  - C. Drivers getting down from vehicle must and should wear the safety shoe and if involvement in any activity other ppe must be worn.
2. Any vehicle without proper covering by tarpaulin will not be weighed and will be halted till the fulfillment of requirement.
3. Safety rules must be followed in the premises, failing will lead to penalty and halting of vehicle

#### **VI.** Single Vendor/Company/Owner should not take part in different Names. Related companies are not suppose to bid for the same lot from the same IP Address. in case it is found that similar companies have logged in/bidder from a common IP Address than both the companies will be blacklisted from future participation in HONDA auctions and there EMD's may be forfeited.

#### **VII.** EMD closing one day prior to auction day. EMD will strictly not will be accepted on the auction day please be aware.

- VIII.** The bidder must provide their company credential and prior approval must be taken from Honda to participate in the online auction.
- IX.** HMSI approved vendors only will be allowed to participate in the online auction.
- X.** In case of re-auction for any material, the previous auction bids will remain valid and decision to approve or reject or cancel the bid will be provided by Honda Motorcycle and Scooter India Pvt Ltd., after re-auction results during the process of final sale confirmation.
- XI.** In case the successful bidder declared by Honda Motorcycle and Scooter India Pvt Ltd. after the auction processes, refuses to enter into contract with Honda Motorcycle and Scooter India Pvt Ltd, then the submitted Earnest Money Deposit / Security Deposit against the material will be forfeited and scrap customer will be blacklisted from all future auctions.
- XII.** All the scrap dealers workers who engaged in load, unloading, handling and supervising etc.. Should have ESI /Group insurance /Workmen Compensation Policy “and soft copy to be Shared to Matex for verification.

CONTACT DETAILS	
<p>MATEX NET PVT. LTD.</p> <p>Regd. Office: 4 &amp; 5, First Cross, K.R. Colony, Domlur Layout, Bangalore - 560071</p> <p>P: 080 - 42440600; F: 080 - 4244 0699</p> <p>E-Mail: <a href="mailto:matex@matexnet.com">matex@matexnet.com</a></p> <p>Website: <a href="http://www.matexnet.com">www.matexnet.com</a></p> <p>CIN: U72900KA1995PTC018388</p>	<p>Branch Office: Bangalore</p> <p>Matex Net Pvt. Ltd.</p> <p>Address: No. 4 &amp; 5, 1ST Cross, K R Colony, Domlur Layout</p> <p>Domlur, Bangalore - 560 071</p> <p>Phone: 080-42440600 to 610</p> <p>E-mail: <a href="mailto:ramu@matexnet.com">ramu@matexnet.com</a></p>

<p>Contact official/s at HONDA MOTORCYCLE &amp; SCOOTER INDIA PVT LTD</p> <p>HONDA MOTORCYCLE &amp; SCOOTER INDIA PVT LTD, PLOT NO. S 109 TO 142, KIADB, NARSAPURA INDUSTRIAL AREA, KARINAYAKANAHALLI VILLAGE, KASABA HOBLI, MALUR TALUK, KOLAR DISTRICT, KARNATAKA - 563130</p>	<p>Contact official/s at Matexnet Pvt. Ltd.</p> <p>Mr. Ramu - 9945581653 Mr. Venkatesh - 9901651622 Mr. Vijay - 9886643162</p> <p>Phone: 080-42440600 to 610</p> <p>Email: <a href="mailto:ramu@matexnet.com">ramu@matexnet.com</a> , <a href="mailto:vijay@matexnet.com">vijay@matexnet.com</a></p>
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**I. DEFINITIONS**

1. **SELLER:** -Seller referred in this catalog, is HONDA MOTORCYCLE & SCOOTER INDIA PVT LTD
2. **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 is considered as third party not particularly interested in the item/s being sold on behalf of Seller.
3. **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 capacities 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.
4. **TIMING OF ONLINE BID** - Time wherever mentioned in any document relating to the bidding event including the auction catalog refers to Indian Standard Time (IST) i.e. UTC + 05.30 hrs. All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavour of MatexNet to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. UTC + 05.30 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (Start, operation, closure) would be guided by the Server Time. Bidders are advised to refresh the page by clicking on the link provided at the top right side of the Auction room to check the exact Server Time that is displayed there.

**II. GENERAL TERMS & CONDITIONS**

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.
2. SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the auction concludes. Announcements during the auction on the website including announcement of any additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the Seller, and it is binding on the bidder. Bidders are advised in their own interest not to leave auction room till the entire auction is closed.
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 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. Final decision regarding participation shall rest with the Seller.
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.
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 thereof. 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.
6. EMD amount will not carry interest.
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.
8. GST introduced by Government of India:
  - A. Bidders participating in MatexNet Auctions should verify with the selling companies about the tax structure and ascertain themselves of the new tax rates and other statutes in place.

- B. Any disputes shall be clarified by the Bidders directly with the selling clients and MatexNet is not responsible for any form of misunderstanding or dispute on the applicable taxes. MatexNet is only an E-Commerce Service Provider and has minimal knowledge arising out of any changes in applicable tax rates that are promulgated by the Government from time to time.

### III. DISCLAIMER

1. Matexnet runs its business on the basis of a robust Web Site. 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 Matexnet harmless, 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 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 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 MatexNet 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 MatexNet to the Seller/Bidder shall not exceed its 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.
4. Wherever images of the auction property are displayed, Bidders may note that MatexNet does not represent or warrant that the images are accurate, complete, reliable, current or error-free even though care has been taken to present them. They are only indicative in nature. Hence bidders are advised to physically inspect the auction property before placing bids.

### IV. PARTICIPATION

1. 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, Aadhaar Card, valid GST 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 "Honda Motorcycle & Scooter India Pvt Ltd " payable at Bangalore . 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. 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.
3. On completion of the registration process and payment of prescribed EMD as outlined above, Seller/MatexNet will activate the User - Identity to enter into Website [www.matexnet.com](http://www.matexnet.com). Prospective Bidders may please note the following:
  - a. 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.

- b. For any auction, a bidder acting as an individual or as proprietor of various firms registered under different user ID and having the same PAN will be allowed to participate under one user ID only, unless otherwise permitted by the Seller in writing.
4. Password and Security - After intending bidders register with MatexNet on the website, they will be allotted a unique user identification (User ID) by MatexNet and they will be prompted to set a password. This is the login password. The login password is a string of characters (combination of alpha, numeric & special characters) used to authenticate the identity and provide access to various resources on the website. The length of the login password has to be a minimum of eight characters and has to be a combination of alpha and numeric characters. Special characters can also be included to strengthen the login password. However the following special characters  
  
~,.,/,?,<,>,:;,\',\",+,=,\_,-,^ are not allowed and will be ignored. Bidders are solely responsible for all use and for maintaining and protecting the confidentiality of their User ID and password.
5. Forgot Password - In case Bidders forget the login password, the only way they can change their login password is by clicking on the "Lost Password" link on the homepage of the website. Bidders will receive a verification code on their registered e-mail address and their registered mobile phone. Using the verification code Bidders can change their login password. The e-mail carrying the verification code will also contain a link. Bidders can also change their login password by clicking on the link that will directly take them to the change password page. Bidders are advised to check their spam / junk mail to check for the e-mail carrying the verification code. MatexNet will not be responsible for non-receipt of SMS/e-mail carrying the verification code. Bidders are advised in their own interest to login and check to ensure that their credentials are valid before the auction starts to avoid complications in the last minute. Bidders reporting loss of access to their registered mobile phone & their registered e-mail may please note that their request for resetting their login password will be done only after receipt of a written request along with the full set of documents. Resetting of login password will be done after verification of the documents submitted and will take at least two working days. Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password.
6. Transaction Password - In order to have an additional layer of security, Bidders have to authenticate their entry into the virtual auction room using their transaction password. Only then they will be able to place their bids. Bidders can set their transaction password and have to confirm the same with the OTP that will be sent to their registered mobile number and their registered e-mail ID. Transaction password is session specific.

## V. CONDITIONS APPLICABLE TO "ONLINE" AUCTION METHOD OF BIDDING

1. Validity: The Online auction bidders and Tender bidders must keep their bids valid for a period of 30 calendar days from the date of closing of e-Auction excluding the date of closing. In case the 30th day 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.
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. Training: Matexnet will provide training (online) if required by the bidders at a mutually convenient date and time before the Auction.
4. Multiple Log in from same IP Address - Bidders participating in the auctions may please note that multiple login from the same IP Address will not be permitted.
5. 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.
6. For deciding the successful bidder, only the highest bid placed in the Closed Bid event or the Online Auction will be considered. In the event of a tie (highest offer received in the online closed bid matching the highest bid received in the e-auction), Seller will decide the successful bidder. No complaints in this regard will be entertained.
7. Auto Bid: Auto Bid facility is provided for bidders intending to place a maximum value for a lot/lots.
8. Auto Bid: 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.



9. Auto Bid: 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 / decrement amount prescribed for that particular lot. However, Auto Bid cannot be set for amounts less than two increments / decrements to the highest/lowest bid prevailing at that point of time.
10. Auto Bid: 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.
11. Bidders may please note that the virtual auction room will normally refresh automatically in every 10 seconds. It can also be refreshed manually by clicking on the link provided therein. In case of any difficulty to refresh the window, Bidders are advised to clear browsing history, download history, cookies and other site and plugin data, cached images and files etc. from their browser. Bidders may also contact MatexNet officials whose contact details are provided herein.

## **VI. CONTRACT VALIDITY**

1. The contract is valid for Lot No. 01 to 08 from 01/01/2020 to 31/01/2020 (1 Month) Lot No. 09 to 26 from 01/01/2020 to 31/03/2020 (3 Month).

## **VII. PAYMENT**

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 "Honda Motorcycle & Scooter India Pvt Ltd " payable at Bangalore .
2. 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, if any, (calculated as per the bid/s placed and approved by the Seller) before collecting the sale order OR as may be directed by the Seller (Please refer other conditions). Normally EMD/Security Deposit collected will be adjusted against the value receivable by Seller towards the last delivery OR refunded in full after receipt of 100% value for the material.
3. Unless otherwise specified elsewhere in this catalogue, Bids placed/Rates offered are for the basic price only and are exclusive of all applicable taxes like GST, IT, TCS etc. Taxes will be in addition to the basic price and will be added at rates applicable at the time of delivery.
4. In the event of default or delay in making the payment or not complying with any of the terms mentioned herein by the Successful Bidder, the contract will stand terminated automatically and the security deposit will stand forfeited.

## **VIII. DELIVERY**

1. On receipt of full Sale Value along with applicable Taxes/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 the period as may be prescribed by Seller from time to time.
2. Lifting of materials will be allowed only as per Seller's instructions. Successful bidders are advised to contact the concerned officials of Seller for exact timings in order to ensure that the material clearance is as per their 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. Weight recorded at the Seller's premises shall prevail.
3. In case the 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.
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 and the Buyer will have no claim whatsoever on the goods remaining uncleared and the amount paid to Seller will stand forfeited. Seller shall have right to dispose of such goods in any manner they like. The Buyer shall have no right whatsoever for any compensation on this account.

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. 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.
7. The Buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses. The Buyer will make his own arrangement for dismantling, removal, lifting, loading and transporting of the material from the Seller's premises and he will not claim any sort of assistance or charges whatsoever from the Seller.
8. 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.
9. 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.
10. 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.
11. 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.
12. Purchaser and his men are subject to the security rule of the 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.
13. 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.
14. 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 statute. It is the responsibility of the Buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials.
15. 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.
16. The Buyer shall be responsible to secure compliances with all Central and State laws as well as the rules, regulations, bye-laws/notifications and orders of the local authorities and statutory bodies as may be in force from time to time. Buyers must comply with all statutory obligations like Labor License, Workman Compensation policy, ESIC, PF etc., whichever is applicable.

#### **IX. DISPUTES / ARBITRATION**

1. In case of any dispute arising out of or relating to the terms of the sale order the matter shall be referred to one arbitrator appointed by Seller. The arbitrator shall act in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Bangalore.
2. Disputes between Seller & bidder if any shall be within the jurisdiction of Bangalore courts only.
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.

DECLARATION

DATE:

To

**HONDA MOTORCYCLE & SCOOTER INDIA PVT LTD**

HONDA MOTORCYCLE & SCOOTER INDIA PVT LTD,  
PLOT NO. S 109 TO 142, KIADB, NARSAPURA INDUSTRIAL AREA,  
KARINAYAKANAHALLI VILLAGE, KASABA HOBLI,  
MALUR TALUK,  
KOLAR DISTRICT,  
KARNATAKA - 563130

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 Various Scrap items & etc., by HONDA MOTORCYCLE & SCOOTER INDIA PVT LTD .
2. I/We further declare that I/We intend to purchase the above-referred material from HONDA MOTORCYCLE & SCOOTER INDIA PVT LTD 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 : \_\_\_\_\_

Company/firm/Person/Concern  in whose name the material is/are to be purchased	
Contact Person(s)	

Invoice Address

GSTIN ID. \_\_\_\_\_

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

Lot Nos \_\_\_\_\_

Signature of Authorized Signatory with Name and Seal.

\_\_\_\_\_