

# Auction Notice

## General Detail

**Office/Zone** : MAHARASHTRA  
-Home Department Maharashtra  
-N/A

**Seller/Auctioneer Name** : SATYAWAN MALLIKARJUN HINGMIRE-Auctioneer

**Reference No.** : 2026/DGPCS/E-AUCTION/NASHIKROAD CENTRAL PRISON

**Category** : Metallic, Non-Metallic, Others

**Auction Brief** : SCRAP

**Auction Detail** : .

**Project Location - Pin Code** :

#	Pin Code	City	District	State
1	422101	Nashik	Nashik	MAHARASHTRA

## Bid Submission Rule

**Bidding Access** : Open

**Set PQ Validation** : Yes

**PQ Submission End Date and Time** : 13/04/2026 17:10

**Item wise Time** : Yes

**PQ Submission Start Date and Time** : 06/04/2026 18:10

**PQ Assessment End Date and Time** : 16/04/2026 17:55

## EMD/Post Event Deposit

**Allow EMD** : Yes

**EMD** : 132100

**EMD Payment End Date** : 21/04/2026 18:10

**EMD Mode** : Offline

**EMD Payment Start Date}** : 16/04/2026 18:00

## Auction Timing rule

**Auction Start Date & Time** : 22/04/2026 10:00

**Auto Extension** : Applicable

**Bidding Template** : Non-Metallic

**Auction End Date & Time** : 23/04/2026 13:00

**Auto Extension Mode** : Unlimited



## **Document for E-Auction of Scrap**

### **Auction Inviting Authority –**

Additional Director General of Police and Inspector General  
of Prisons and Correctional Services,  
2<sup>nd</sup> Floor Old Central Building,  
Pune - 411001  
E-MAIL: [igoffice.industry-mh@gov.in](mailto:igoffice.industry-mh@gov.in)  
Tel. Phone: 020-26124815

**Government of Maharashtra, Home Department,  
Maharashtra Prisons and Correctional Services,**

**Auction Reference Number: 2026/DGPCS/  
E-Auction/Nashikroad Central Prison**

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## Section I: Notice Inviting Auction

### 1. Notice Inviting Auction

Office of Additional Director General of Police and Inspector General of Prisons and Correctional Services, Maharashtra State, Pune 411 001 INVITES BIDS FOR ONLINE E- AUCTION OF SCRAP MATERIAL PERTAINING TO **NASHIKROAD CENTRAL PRISON, PUNE.**

Interested Eligible Bidder may obtain further information of e-auction regarding Fees, EMD, Details of Scrap, Terms and Conditions, Other required information from e-auction portal

### 2. e-auction Schedule:

All e-auction related activities like pre-auction meeting, registration of bidders, inspection of lot, Live e-auction will be governed as per schedule below:

#### SCHEDULE OF E-AUCTION PROGRAMME

E-Auction Publish Date	As published on GeM Portal.
Online Document Submission and Payment	As published on GeM Portal.
Bidders Approval	As published on GeM Portal.
E-Auction Online/ Offline Document Verification, EMD Collection, Bidder ID Preparation and Bidders Approval	As published on GeM Portal.
Inspection of Scrap Materials by Bidder	Start Date: 10/04/2026 11:30 Hrs. End Date: 11/04/2026 14:00 Hrs.
Live E-Auction	As defined on GeM Portal.
Note: <b>Amendments in the dates above if any will be displayed online only.</b>	

### 3. E-auction Document

The Auction Tender Document shall be published on the GeM Portal. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in auction schedule.

The Bidder's bid shall be rejected summarily upon failure to follow procedure prescribed in the auction document. Also in case of submission of conditional Bid, Bidder is liable to be rejected.

The Office of the Addl. Director General of Police And Inspector General Of Prisons And Correctional Services, Maharashtra State, Pune-411 001 reserves the right to increase or decrease the quantity to be sold and also reserves the right to cancel or revise, any or all Auction in part or whole without assigning any reason thereto.

Any query/ clarification regarding downloading Auction Documents and uploading Bids on the e-auction portal may be addressed to the Help Desk.

### 4. Clarification:

A Bidder requiring any clarification regarding the Auction Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in schedule, provided the questions are raised before the clarification end date mentioned in Schedule (or if not mentioned, before 3 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

### 5. Disclaimers and Rights of Procuring Entity

The issue of the Auction Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

- (a) reject any or all of the Bids, or
- (b) cancel the Auction process; or
- (c) abandon the auction of the Goods; or

(d) issue another auction for identical or similar Goods

## 6. Incorporation of Portal Information

The lot details and other important information published on the official portal shall be deemed an integral part of this document. All bidders and parties are required to review and comply with the information and terms specified therein.

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## Section II: Instruction's for Bidder

### 2.1 General Instruction for Auction:

The sale of scrap pertaining to Maharashtra State Prison Department whose upset price has been fixed by the Condemnation Committee of the concerned unit is to be conducted by e-Auction. Accordingly the items condemned by the Condemnation Committee are included in this e- Auction and are to be sold on "**As is where is basis**", "**As is what is basis**", "**As is whatever there is basis**" and on "**no complaint basis**", "**caveat emptor** (let the buyer beware)".

The Seller:

- ❖ Seller is referred to the committee formed by department for conducting the e-Auction as per the Government Resolution. The responsibility to supervise the work of this e-Auction is delegated to this Committee and all the decisions taken by this Committee will be final.

### 2.2 Terms and Conditions

2.2.1 Bidder must carefully read the general instructions and terms and conditions of the e-auction sale process & also check/read the different Lot Code/Lots of **Annexure B** very carefully and then only place his signature on the "Registration-cum-Acceptance Form" given in **Annexure-A**.

2.2.2 All the intending bidders participating in e-auction should note that they should initially make the requisite entries at different Lot Code/ Lots of Annexure Form B and then only deposit the payment of Ernest Money Deposit (EMD) (refundable to non-highest bidder) in the form of demand draft at this Office within the prescribed time limit.

2.2.3. Any bidder representing as an Individual owner or as Proprietor or as a Partner or as an authorized representative of any Company/Body or Corporate/Firm should submit online and offline the duly completed "Registration cum Acceptance Form" given in Annexure-A with other required documents, Ernest Money Deposit (EMD) deposited and other related documents.

2.2.4. The bidder participating in the e-auction should note that, he should deposit the Ernest Deposit (EMD) as per Lot.

2.2.5. Failure to comply with the defined auction timelines shall result in the immediate disqualification of the Bidder.

2.2.6. All the applications submitted by the Bidder online and offline, which are found correct during scrutiny, only such Bidder shall be treated as a Registered Bidder. Any complaint regarding this will not be considered.

2.2.7. Bidders may apply either in an individual capacity or as a corporate representative, but are strictly prohibited from submitting concurrent applications in both roles. Furthermore, no requests for a change of name will be entertained once the application is submitted.

2.2.8. To ensure the integrity of the process, the E-auction Committee reserves the right to cancel, postpone, or amend any part of the auction. This includes the authority to revise specific terms, conditions, or rules, in part or in their entirety, at any stage.

2.2.9. Bidders must ensure their computer systems meet all technical requirements to participate in auction.

2.2.10. Bidders are advised that the E-auction Committee retains sole discretion over the final disposal method of all items—whether via resale, scrapping, or other means.

2.2.11. In the event of technical difficulties during the e-auction, bidders will be notified via the registered email address and telephone number provided in the Registration-cum-Acceptance Form (Annexure A).

2.2.12. The validity period for all offers submitted shall be 90 days, commencing from the date of the e-auction's closure.

2.2.13. The materials are offered on an 'as-is' basis and must be inspected per the e-auction schedule. Coordination for such inspections shall be managed by the concerned officer as identified in Annexure B.

2.2.14. Quantities and descriptions provided in the Lot list are indicative only and serves as a tentative guide. The E-auction Committee does not guarantee exact counts.

2.2.15. The Seller reserves the right to blacklist bidders for misconduct or fraud, following a mandatory hearing. This action is independent of any other legal rights or claims the Seller may pursue.

2.2.16. Submission Deadline: All documents and EMD must be received by the **Superintendent Nashikroad Central Prison, Nashikroad office** as scheduled. Late arrivals—regardless of cause or postal delay—will lead to automatic disqualification.

### 2.3. Auction Quantity and Reconciliation:

2.3.1 The reserve price is based on the approximate quantities of scrap specified within the auction document.

2.3.2 Final quantities will be determined through joint weighment at the time of delivery. All weighing must occur at a Maharashtra Legal Metrology Department-certified agency, with the results serving as the final, binding record for both the Buyer and Seller.

2.3.3 In the event that the actual quantity exceeds the estimate, the buyer is obligated to settle the balance for the additional weight at the winning bid rate.

2.3.4 No claims for damages or adjustments shall be entertained regarding scrap shortfalls. However, financial settlement will be adjusted to reflect the actual quantity recorded during the joint weighment process.

2.3.5 Participation in the auction constitutes the buyer's full acceptance of the quantity reconciliation terms specified herein.

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## Section III: Registration of Bidders

### 3.1 Eligibility Criteria for Participation in this Auction.

Bidder should submit Registration Cum Acceptance Form 'Annexure A' and Other Document on line & off line as below:

The bidder must upload following documents (in pdf format only) as per e-auction process. Documents are mandatory and should be enclosed in sequence and in order.

- 3.1.1 Bidder must read the general instructions with terms and conditions of the e-auction sale very carefully and then duly sign the Photograph by self or partner in "Registration-cum-Acceptance Form" given in Annexure-A. And submitted Online and Offline.
- 3.1.2 Bidder must submit and upload offline/online Photocopy of acknowledgement receipt "Registration- cum-Acceptance Form" given in Annexure-A with Lot Code wise EMD, and others documents.
- 3.1.3. **Bidder Registration Certificate:** Shop & Establishment Act/ Company Registration Certificate/Partnership Deed/Proprietorship..etc
- 3.1.4. GST Registration Certificate. (Bidders registered under GST for scrap dealing (Section XV of HSN Code) are only eligible for participating in auction.)
- 3.1.5. Bidder shall submit latest copy of GST Challan.
- 3.1.6. Address Proof - copy of valid address proof issued by Government Authority.  
(Example – Electricity Bill/Passport/Aadhar Card/ etc.)
- 3.1.7. Copies of Audited Balance Sheet from Chartered Accountant of company or institute for last year and I.T. Return acknowledgements for individuals for financial year 2022-23, 2023-24 and 2024-25.
- 3.1.9. Submission of EMD in favour of “**Administrative Officer, Nashikroad Central Prison**” payable at **Nashikroad**.
- 3.1.10 Attested copy of PAN Card & Adhar card.
- 3.1.11 Bidder must bid for all lots under auction, failing which bids shall be rejected.

### 3.2 General Instructions:

#### 3.2.1. Auction Confirmation and Balance Payment Terms

- a. The subject to the approval of the highest auction bid, will be reserved to "Committee" appointed by this office, which will supervise the auction sale and has reserve to itself, rightly to accept or reject the highest bid without declaring any reason whatsoever.
- b. The highest bid will be taken only on Subject to Confirmation (STC) basis. After the closure of the auction, the Lot Code which are accepted by the e-auction committee will be intimated to the successful/ highest bidder by 'Confirmed Acceptances of bid' letter on the website.
- c. Within Ten working days from the date of intimation of such confirmed acceptance, the highest /successful bidder has to pay, an amount equivalent to 90% (excluding taxes & duties) of highest bid in the form of demand draft drawn from Nationalised Bank in the favour of **Personal Assistant to Inspector General of Prisons Maharashtra State, Nashikroad 422101**.
- d. If the highest/successful bidder is unable to get intimation of e-Auction or 'Confirmed Acceptances of bid' due to technical reasons, then Bidders should expect to take efforts to find out status before the last day of e-auction and also try to contact auction committee. It is cleared that non-receipts of intimation should not be an excuse for non-payment of remaining amount and EMD will be forfeited. Auction Committee decision will be final in such case.

- e. Bidder may note that, if the payment is not deposited within prescribed 10 days, then 5% Interest will be charged (to be collected on day basis) for the period of next 15 days.
- g. The Purchaser should note that the delivery memo will be issued to the successful purchaser after receipt of full/final instalment and Govt. taxes paid by bidder on material value.

### 3.2.9. Goods & Services Tax: **Forward Charge Mechanism (FCM)**

- a. Only those bidder who are registered with GST authority having valid GST Registration for scrap business should participate in this auction. The other Bidders will not be allowed to participate in the auction and no complaint in this regard shall be entertained.
- b. GST shall be applicable on highest bid as per appropriate schedule.
- c. All applicable GST on the auctioned scrap shall be the responsibility of the bidder and must be settled via Forward Charge Mechanism (FCM) based on the rates effective on the delivery date.
- d. By participating in this e-Auction, it is deemed that the bidder has thoroughly reviewed, understood, and unconditionally accepted all General and Special Terms and Conditions in their entirety.

### 3.2.10. Inspection of Auction Lot (Scrap):

#### a) Condition of Goods:

All items are sold on an "As is where is," "As is what is," and "As is whatever there is" basis, with a strict "no complaint" policy. Any weights or quantities displayed on the e-auction system are approximate and provided solely for guidance.

#### b) Buyer Responsibility (Caveat Emptor):

Sales are conducted under the principle of Caveat Emptor (Buyer Beware). It is assumed that bidders have inspected the lots and are fully aware of the condition of their purchase. No grievances or complaints will be entertained once the Lot Code is knocked down.

#### c) Inspection:

Prospective purchasers are encouraged to inspect the scrap and materials in advance at the locations specified in Annexure B. Inspection is permitted on scheduled working days and during official hours as declared in the auction timeline.

d) **Contact Person:** Mr. Sudhakar S Kambale (+91-9967301533) for Inspection on scheduled date and time.

### 3.2.11 Delay in Deliver Period and Penalty:

#### a) **Lifting Protocol:**

Successful bidders must remove scrap materials in the serial order listed. Lifting must be continuous and coordinated with the concerned Maharashtra Prison Department unit during working days to ensure zero disruption. All removals must occur in the presence of authorized unit staff.

#### b) **Removal Timeline:**

Purchased materials must be removed from the site within 15 days of making full payment in favour of "**Administrative Officer, Nashikroad Central Prison**" and receiving the Gate Pass or Delivery Memo. The purchaser and their personnel are required to comply with all security measures and gate entry/exit protocols mandated by the Prison Department during the removal process.

#### c) **Late Delivery Charges:**

Failure to remove materials within the 15-day window will attract a ground rent/late fee of ₹500 per day, per Lot Code, starting from the 16th day until delivery is complete. These charges shall be recovered by the concerned unit officer.

**d) Cancellation Clause:**

If the material is not removed within 90 days following the initial 15-day grace period, the Competent Authority reserves the right to cancel the auction sale.

**e) Forfeiture of Deposit:**

In the event of auction cancellation due to bidder default or failure to remove materials, the EMD shall be forfeited.

**f) Assumption of Risk:**

All auctioned materials remain at the sole risk of the purchaser from the date of the auction. The Auction Committee assumes no responsibility for the safe custody, preservation, or any loss/damage thereafter.

**g) Delivery via Representative:**

If the original buyer cannot attend, their representative must present a formal Letter of Authority. Delivery by proxy is at the purchaser's sole risk and responsibility.

**h) Non-Recognition of Resale:**

The Auction Committee does not recognize third-party resales. All sale documents and titles will be issued exclusively in the name of the original registered purchaser.

**i) Damage to Premises:**

The buyer is strictly liable for any damage caused to the Department's premises or property during the removal of goods.

**j) Excess Material Policy:**

If a purchaser is found attempting to transport scrap exceeding the documented quantity, the Seller reserves the right to detain the vehicle and unload the material at the Purchaser's expense. Such acts may result in immediate contract termination, forfeiture of EMD, and claims for further damages. However, the Seller reserves the right to sell discovered excess material to the purchaser at the sanctioned auction rate.

**k) Labour and Equipment:**

**Costs:** All loading, unloading, and transportation costs are the responsibility of the Purchaser.

**Compliance:** The Purchaser must employ labour registered with the Bombay Iron & Steel Labour Board or the Mathadi Board, strictly adhering to the Maharashtra Mathadi, Hamal & Other Manual Workers Act, 1969.

**Machinery:** Use of Forklifts, Cranes, or JCBs is permitted at the Purchaser's expense. The non-availability of such machinery or labour shall not be accepted as a valid reason for delays in lifting. All transport operations must be in full compliance with RTO regulations and other legal mandates. The Seller shall not be held liable for any legal violations committed by the purchaser's vehicles or operators.

### 3.2.12. Decision and Jurisdiction in Case of Dispute:

- a. In case of any dispute regarding the contract, the decision of the Seller or auction committee appointed by competent authority shall be final & binding on all concerned.
- b. Only the appropriate court in Pune will have Jurisdiction to deal with any disputes arising out of the contract.

### 3.2.13. Right of Acceptance or Rejection of Lot Code:

- a. The Auction Committee reserves the right to withdraw wholly or partially any of the Lot Code for sale at any time during the period of contract without assigning any reason.
- b. The Auction Committee is not bound to accept the highest offer, also reserves the right to reject any CONDITIONAL offers. All rights to reject the offer, although it may be the highest, are reserved with the Seller.
- c. The goods are sold subject to the upset/starting price fixed by the Auction Committee. If there is any dispute to the last or the highest bid, the goods shall be put for the sale again and their decision shall be final & binding to all.

### 3.2.14 E-AUCTION Lot Code Termination of Contract:

Auction Committee of this office reserves the right to terminate the contract at any time by giving three days' notice on the following grounds:

- a. Unsatisfactory execution or performance of the contract by the Purchaser.
- b. For improper behaviour of Purchaser or breach of the terms & conditions of the contract.
- c. Decision of the Auction Committee to terminate the contract shall be final and binding and or his agent or his servants committing or attempting to commit theft, fraud, dishonesty or gross misbehaviour in connection with the subject matter of this contract or in any other connection whatsoever concerning the business of the Seller, the Seller will be entitled to terminate the contract forthwith & forfeit the E.M.D. or Purchaser price at its sole discretion.
- d. Any misbehaviour or misconduct of the Purchaser or his agent, may be dealt with, to file the Seller an offence as per the IPC to the competent authority.

### 3.2.15 Instruction for Failure of Power/Network/Server:

Auction Committee of OFFICE OF THE ADDL DIRECTOR GENERAL OF POLICE AND INSPECTOR GENERAL OF PRISONS AND CORRECTIONAL SERVICES, MAHARASHTRA STATE, PUNE-411 001 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 Government Transport Service. Directly or indirectly affecting online method of Bidding.

### 3.2.16. Other General Instructions:

- a. All notices, letters e-mails sent to the purchaser shall be deemed to have been received by him/them on expiry of 72 hours from the time of posting if the same are sent at the address given by the purchaser.
- b. Regarding disposal of Used Battery/used oil-Battery/waste oil will be sold to registered buyer with CPCB/CHWTSD/MPCB. Original passbook and consent to be produced at the time of document verification. Intending bidders who, will purchase battery/ used oil should produce letter of recycler registration duly endorsed by the seller/auctioneer for quantity of recyclable waste purchased by them from time to time with "Annexure A"
- c. Reseller will not be allowed; Delivery order/ gate passes will be made in the name of the actual successful purchaser only.
- d. The Purchaser shall not be entitled to resale any Lot Code/Lots or part of a Lot Code/Lots while the goods are still lying within the premises of the Seller and no delivery would be affected by the Seller to any person other than the purchaser whose names are mentioned in the delivery order.
- e. The Auction Committee in no way will be responsible for any accident, damage or injury to the Contractor's/Purchaser's Workmen or equipment while on the Auction Committee premises where the Material Lot Code/Lot is located.
- f. If the successful purchaser, at any stage, either neglects or refuses or is unable to take delivery of the material for any reasons whatsoever/or the performance of the purchaser is unsatisfactory, the auction committee will have the right to terminate the contract & forfeit the E.M.D. and all other amount deposited by purchaser.

- g. Any dispute between bidder and the Seller/ Auction Committee related to the auction, shall be decided at the time of the auction by the Auction Committee representatives duly authorized to take such decision on behalf of the Seller.
  - h. The decision so taken will be final & binding on all persons. g. The bidder participating in e-auction can not avail the benefits of any printing mistake in the e-auction document which is displayed on website.
  - i. The successful purchaser shall strictly adhere to the terms and conditions of the contract. Under no circumstances shall the purchaser or their representatives engage in any form of communication with prison inmates.
  - j. The carrying or use of communication devices, including but not limited to mobile phones and other electronic gadgets, is strictly prohibited within the prison premises. Such devices are classified as contraband articles under prison regulations.
  - k. Any violation of prison security, including the possession of contraband articles (list of this shall be shared with successful bidder) within the prison, shall attract punishment in accordance with applicable prison rules.
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## Section IV: Bidding Process

### 4. Steps for Actual Bidding Procedure Auction Process

1. Registration of bidders.
2. E-application for individual auction & uploading of scanned copies of documents.
3. Production of physical documents for verification to this office along with EMD.
4. Online approval to bidders by this office
6. Live e-auction.

#### 4.1 Registration of Bidders:

- 4.1.1. **Bidding Commencement:** The e-auction will begin at the date and time specified in the schedule. Only approved bidders are eligible to participate.

**Bid Structure:** A starting price will be displayed for each item. Bidders must submit bids that are either equal to the starting price or exceed the previous bid by at least the Incremental Bid Value specified in Annexure B.

**Incremental Process:** Bidders may increase their bids repeatedly for each Lot Code until the highest bid meets or exceeds the Reserve Price pre-determined by the E-Auction Committee.

**Auto-Extension (Dynamic Closing):** \* If a valid bid is placed within the final 10 minutes of the auction, the closing time will automatically extend for an additional 10 minutes from the moment that bid is received.

This auto-extension process will continue indefinitely as long as valid bids are received within the final 10-minute window.

If no valid bid is received during the final 10 minutes, the auction will close automatically at the scheduled or extended time.

## Section V: Resolution of disputes

### 5. Resolution of disputes

#### 5.1 Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Auction Officer and the contractor within thirty (30) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

- 1) Adjudication
- 2) Conciliation
- 3) Arbitration

#### 5.2 Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/arbitral), and decisions of the Auction Entity, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Auction Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- 1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 2) Issues related to the pre-award auction process or conditions
- 3) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.

#### 5.3 Adjudication

After exhausting efforts to resolve the Dispute with the Auctioning Officer executing the contract on behalf of the Auction Entity, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to ADG and IG Prisons and Correctional Services or any other authority mentioned in the contract(hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 30 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to

him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above mentioned time-frame, the contractor may proceed to invoke the process of Conciliation as follows.

#### 5.4 Conciliation of disputes

- 1) Any party may invoke Conciliation by submitting “Notice of Conciliation” to the ADG and IG Prisons and Correctional Services. Since conciliation is a voluntary process, within 30 days of receipt of “Notice of Conciliation”, the ADG and IG Prisons and Correctional Services shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.
- 2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 30 days from the date of appointment of the Conciliator.
- 3) If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
- 4) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:
  - (a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
  - (b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or
  - (c) If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator
- 6) On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

#### 5.5 Arbitration Agreement

##### 5.5.1 *This Agreement*

- 1) This Arbitration Agreement (hereinafter referred to as this “Agreement”) relating to this Contract (hereinafter called the “Main Agreement” for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.
- 2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.
- 3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under

Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

#### 5.5.2 *Notice for Arbitration*

- 1) Authority to Appoint Arbitrator(s): For this Arbitration Agreement 'The Appointing Authority', to appoint the arbitrator shall be ADG and IG Prisons and Correctional Services named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 2) In the event of any dispute as per GCC-clause 5.1 above, if the Adjudicator fails to decide within 30 days (as referred in 5.3 above), or the Conciliation is terminated (as referred in sub-clause 5.4 above) then, parties to the contract, after 60 days but within 90 days of 'Notice of Dispute' (clause 5.1 above) shall request the Appointing Authority through a "Notice for Arbitration" in writing requesting that the dispute or difference be referred to arbitration.
- 3) The "Notice for arbitration" shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

#### 5.5.3 *Reference to Arbitration*

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s).

#### 5.5.4 *Appointment of Arbitrator*

- 1) Qualification of Arbitrators:

In the case of retired officers of The Procuring organisation, he shall have retired in the rank of Gazetted Officer (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.

An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past. Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

- 2) Replacement of Arbitrators

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

- 3) Appointment of Arbitrator:

The appointment of the arbitrator shall be jointly decided by the Seller and the Purchaser. The arbitration proceedings shall be conducted in accordance with the applicable laws and rules governing arbitration.

### 5.5.5 *The Arbitral Procedure*

- 1) **Effective Date of Entering Reference:** The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.
- 2) **Seat and Venue of Arbitration:** The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without in anyway affecting the legal jurisdictional issues linked to the seat of the arbitration.
- 3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.
- 4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- 5) On receipt of such claims, the respondent shall submit its defence statement and counter claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
- 6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.
- 7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
- 8) **Oral arguments to be held on a day-to-day basis:** Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
- 9) **Award within 12 (twelve) months:** The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.
- 10) **Fast Track Procedure:** The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:
  - a) The dispute is to be decided based on written pleadings only.
  - b) Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings where it deems necessary.

- c) An oral hearing may be held only if all the parties request or the arbitral tribunal considers it necessary.
  - d) The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.
- 11) Powers of Arbitral Tribunal to grant Interim Relief: The parties to arbitration may approach the arbitral tribunal for seeking interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.
  - 12) Confidentiality: As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential, except in certain situations like if the disclosure is necessary for the implementation or execution of the arbitral award.
  - 13) Obligation During Pendency of Arbitration: Performance of the contract shall, unless otherwise directed by the Procuring Entity, continue during the arbitration proceedings, and no payment due or payable by the Procuring Entity shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

#### 5.5.6 *The Arbitral Award*

- 1) In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 2) The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.
- 3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.
- 4) The award of the arbitrator shall be final and binding on the parties to this contract.
- 5) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.
- 6) A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

#### 5.5.7 *Savings*

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

#### 5.5.8 *Cost of Arbitration and fees of the Arbitrator(s)*

- 1) The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.

- 2) The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.
- 3) Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Act is followed.

## 6 Defaults, Breaches, Termination, and closure of Contract

### 6.1 Termination due to Breach, Default, and Insolvency

#### 6.1.1 *Defaults and Breach of Contract*

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- 1) Default in Performance and Obligations: if the contractor fails to take delivery any or all of the Goods or fails to perform any other contractual obligations within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
- 2) Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 3) Liquidation: if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

#### 6.1.2 *Notice for Default:*

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all delivery to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

#### 6.1.3 *Terminations for Default*

- 1) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- 2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.
- 3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
- 4) All warranty obligations, if any, shall continue to survive despite the termination.

#### 6.1.4 *Contractual Remedies for Breaches/Defaults or Termination for Default*

If there is an unsatisfactory resolution within this period, the Auction Entity shall take one; or more of the following contractual remedies.

- 1) Temporary withhold delivery to the contractor till recoveries due to invocation of other contractual remedies are complete.
- 2) Encash and/ or Forfeit performance or other contractual securities.
- 3) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

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## Section VI: Annexure

### Annexure A

(TO BE SUBMITTED IN LETTER HEAD ONLY)

Format of Acceptance Form to be duly filled and submitted to OFFICE OF THE ADDL DIRECTOR  
GENERAL OF POLICE AND INSPECTOR GENERAL OF PRISONS AND CORRECTIONAL  
SERVICES, MAHARASHTRA STATE, PUNE-411 001

TEL No. 020-26124815

Note - All entries compulsory

Registration-cum-Acceptance Form

Along with e-Auction fee & Earnest Money Deposit demand draft

I/We confirm having

1. Gone through the above-mentioned terms and conditions and steps for actual bidding process, agree to take part in the Online Forward Auction for sale of scrap pertaining to Maharashtra Prison Department by e- auction committee.
2. I/We have read the terms & conditions of depositing the payment of e-auction Earnest Money Deposit (EMD) (refundable) as mentioned in starting of Lot Code of "Annexure Form B".
3. I/We have read the terms & conditions mentioned in the e-auction document, which is especially applicable for scraped Police vehicle. I/We confirm that, I/We have understood the same very clearly. There is no ambiguity whatsoever & they are acceptable to me & shall be binding on me/us. I/We have binding to submit the Declaration Form accompanying with as per "Annexure C".
4. I/We have read the terms & conditions mentioned in the e-auction document, for Resale of condemned material/scrap. I/We confirm that, I/We have understood the same very clearly. There is no ambiguity whatsoever & they are acceptable to me & shall be binding on me/us. I/We have binding to submit the Declaration Form accompanying with as per "Annexure D".
5. The decisions on all issues taken by e-auction committee of this office in all respects shall be binding on me.
6. I/We also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in e-auction document and/or additions or deletions of items being offered for sale.
7. I/We note with due care that the seller shall be making the announcements of correction with the consent and knowledge of the seller shall not be liable for these last minute change.
8. Having inspected the material and satisfying the condition laid down. I/we agree to take part in this Online e-auction "as is where basis "," is as is what is basis ","as is whatever there is basis" and on NO COMPLAINT BASIS"," caveat emptor (let the buyer beware) Let the buyer be aware. I/we have actually seen the total lot offered in e-auction and I/we are fully satisfied with the quality, quantity and condition of available material kept, for e-auction sale before bidding.
9. 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.



## Annexure B

Location: **Nashikroad Central Prison, Nashikroad .**

Sr. No.	Material Description	Quantity	Unit	Reserve Price (Rs)	Ernest Money (EMD)	Selection of Section (✓)
1.	Iron (Lot 1)	18,328	Kgs	5,49,840/-	54,984/-	
2.	Iron drum (Lot 2)	3,168	Kgs	88,704/-	8,870.4/-	
3.	Plastic (Lot 3)	456	Kgs	7,296/-	729.6/-	
4.	Tin Sheet (Lot 4)	16,557	Kgs	3,31,520/-	33,152/-	
5.	Edible oil can (Lot 5)	14,346	Kgs	2,15,190/-	21,519/-	
6.	Tin Can (Lot 6)	8,568	Nos	1,28,520/-	12,852/-	

Note:

1. As per Qualification Criteria condition number 3.1.11 - Bidder must bid for all lots under auction, failing which bids shall be rejected.
2. EMD shall be in favour of "Administrative Officer, Nashikroad Central Prison, payable at Nashikroad.
3. **GST** shall be applicable on Highest Bid discovered through auction as per rate applicable.

Please mark this sign (✓) in the above table and select the SECTION and pay amount of corresponding AUCTION REGISTRATION FEE & the EMD section wise separately which is mention in the above table.

Signature of Authorized Signatory with  
Name and Detail Mentioned Co Stamp

(Seal)

**Annexure C**  
बोलीदाराच्या कंपनीचे लेटरहेडवर  
जाहीरनामा.

दिनांक:- / /२०

प्रति

अपर पोलीस महासंचालक व महानिरीक्षक,  
कारागृह व सुधारसेवा, महाराष्ट्र राज्य, यांचे कार्यालय,  
मध्यवर्ती इमारत, २ रा मजला, पुणे- ४११००९.

मी खाली सही करणार ई-लिलावातील यशस्वी बोलीदार श्री.....

राहणार.....

असे लिहून देतो कि दिनांक.....रोजी अपर पोलीस महासंचालक व महानिरीक्षक, कारागृह व सुधारसेवा, महाराष्ट्र राज्य, यांचे कार्यालय, मध्यवर्ती इमारत, २ रा मजला, पुणे- ४११००९ यांच्या अधिपत्याखालील भंगार सामानांकरिता आयोजित ई-लिलावामध्ये मी सहभाग घेतलेला होता. आणि सदर ई-लिलावात महाराष्ट्र कारागृह विभागाच्या भंगार सामानाची (स्कॅप) ची स्पर्धात्मक पद्धतीने विक्रीची प्रक्रिया करण्यात आलेली होती.

मी सदर ई-लिलावातील लॉटकोड.....मधील समाविष्ट असलेली एकूण ..... भंगार सामान रक्कम रू..... या किंमतीस स्कॅप करण्यासाठी खरेदी करीत आहे. ई-लिलावात मी खरेदी केलेल्या स्कॅप तपशील खाली नमुद/सोबत जोडण्यात येत असलेल्या तक्त्यात सादर करीत आहे.

ई-लिलावात खरेदी केलेल्या लॉटकोड तपशील.

अ. क्र.	लॉट क्र.	Scrap	संख्या परिमाण	दर	एकूण किंमत	ठिकाण	शेरा

प्रस्तुत प्रकरणी मी ई-लिलावात खरेदी केलेल्या लॉट मध्ये समाविष्ट असलेल्या एकूण \_\_\_\_\_ वाहनांच्या चासिस नंबर असलेल्या पत्र्याच्या तुकडा कापून व नंबर प्लेट काढून \_\_\_\_\_ या घटक कार्यालकडे जमा केलेल्या आहेत.

मी उपरोक्त नमुद दिनांकाच्या ई-लिलावातील स्कॅप म्हणून खरेदी केलेली वाहने जर रस्त्यावर धावत असल्याचे आढळल्यास किंवाय या वाहनांचा बेकायदेशीर वापर झाल्याचे दिसून आल्यास संबंधित वाहनांचा मालक म्हणून त्यास मी जबाबदार राहीन.

असे प्रमाणित करण्यात येते की, उपरोक्त नमुद निवेदन तसेच वरील नमुद / सोबत जोडण्यात येत असलेल्या तक्त्यातील तपशील माझ्या माहिती व समजुती प्रमाणे पुर्णपणे सत्य व बरोबर आहे. जर यामधील निवेदन व माहिती चुकीची असल्यास कायदयातील नमुद तरतुदीनुसार मी शिक्षेस पात्र असेन.

दिनांक :

सही  
नाव  
हुद्दा  
(शिक्का)

## Annexure D

बोलीदाराच्या कंपनीचे लेटरहेडवर

जाहीरनामा.

दिनांक:- / /२०.

प्रति

अपर पोलीस महासंचालक व महानिरीक्षक,  
कारागृह व सुधारसेवा, महाराष्ट्र राज्य, यांचे कार्यालय,  
मध्यवर्ती इमारत, २ रा मजला, पुणे- ४११००१

मी खाली सही करणार ई-लिलावातील यशस्वी बोलीदार श्री ..... राहणार  
..... असे लिहून देतो की, दिनांक. अपर पोलीस महासंचालक व महानिरीक्षक, कारागृह व सुधारसेवा,  
महाराष्ट्र राज्य, यांचे कार्यालय, मध्यवर्ती इमारत, २ रा मजला, पुणे- ४११००१ यांच्या अधिपत्याखालील  
भंगार सामानांकरिता रोजी आयोजित ई-लिलावामध्ये सहभाग घेतलेला होता.

मी सदर ई-लिलावातील लॉटकोड क्रं..... मधील या किंमतीस खरेदी करित आहे. ई-  
लिलावात समाविष्ट असलेली एकूण लॉट रक्कम रू.....मी खरेदी केलेल्या भंगार सामानाचा तपशील  
खाली नमुद / सोबत जोडण्यात येत असलेल्या तक्त्यात सादर करित आहे.

ई-लिलावात खरेदी केलेल्या लॉटकोड तपशील.

Sr. No.	Lot Code	Material	Scrap	Unit	Location	Remark

प्रस्तुत प्रकरणी मी ई-लिलावात खरेदी केलेल्या, लॉटकोड मध्ये समाविष्ट असलेल्या एकूण  
वाहनांच्या आर सी बुक, अपर पोलीस महासंचालक व महानिरीक्षक, कारागृह व सुधारसेवा, महाराष्ट्र राज्य,  
यांचे कार्यालय, मध्यवर्ती इमारत, २ रा मजला, पुणे- ४११००१ यांचेकडील उपलब्धतेनुसार प्राप्त झालेल्या  
आहेत. त्याअनुषंगाने सदरची संबंधीत महाराष्ट्र कारागृह विभागाकडून मी ३० दिवसात माझ्या नावावर करून  
घेवून त्याबाबत आपल्या संबंधीत कार्यालयास कळविण्याची तजवीज ठेवीत आहे.

मी उपरोक्त नमुद दिनांकाच्या ई-लिलावातील स्कॅप म्हणून खरेदी केलेली वाहने जर रस्त्यावर धावत  
असल्याचे आढळल्यास किंवाय या वाहनांचा बेकायदेशीर वापर झाल्याचे दिसून आल्यास संबंधित वाहनांचा  
मालक म्हणून त्यास मी जबाबदार राहीन.

असे प्रमाणित करण्यात येते की, उपरोक्त नमुद निवेदन तसेच वरील नमुद / सोबत जोडण्यात येत  
असलेल्या तक्त्यातील तपशील माझ्या माहिती व समजुती प्रमाणे पुर्णपणे सत्य व बरोबर आहे. जर यामधील  
निवेदन व माहिती चुकीची असल्यास कायदयातील नमुद तरतुदीनुसार मी शिक्षेस पात्र असेन.

दिनांक:

सही:

नाव:

हुद्दा:(शिक्का):