

			
ON BEHALF OF		ONLINE AUCTION CONDUCTED BY	
TATA MOTORS LTD PIMPRI, PUNE - 411018		SHANKAR RAMCANDRA AUCTIONEERS PVT LTD, 128 Mahatma Gandhi Road, Camp Pune-411001	
E AUCTION WILL BE HELD ON 24/06/2022 FROM 11:00 A.M. ON WARDS ON THE WEBSITE. www.srauctioneers.co.in			
Name Of The Seller :		TATA MOTORS LTD	
Material will be sold on Arising & Arranged Basis & "ON NO COMPALAINT & AS IS WHER IS BASIS"INSPECTION AT BELOW PLANT			
Plant Pune Address :		TATA MOTORS LTD PIMPRI	
Contact Persons for SRAPL :		Mr. Sunny Waje - 9673911109	
Tata Motors Ltd:		Mr. Shailendra Jadhav - 020-66132457 Mr. Amar Shinde - 020-66132596	
Inspection Date & Time for Pune Pimpri Plant:		22 th & 23 th June 2022 from 10:00 am to 4:00 pm	
Last Date of Submission of Demand Draft & Documents:		23 th JUNE 2022 By 4:00 PM At TML Main Gate .	
EMD IN THE FORM OF DEMAND DRAFT ONLY SHOULD BE MADE IN FAVOR OF			
FOR THE COMMERCIAL VEHICLE LOTS		TATA MOTORS LTD. PAYABLE AT PUNE	
FOR THE PASSENGER VEHICLE LOTS [K BLOCK]		TATA MOTORS PASSENGER VEHICLES LIMITED. PAYABLE AT PUNE	
IMPORTANT NOTE			
1.	Kindly make entries in register at plant during inspection of the material.		
2.	No Participation in Auction will be allowed without submitting EMD.		
3.	Please refer to terms & conditions of auction before bidding.		
4.	For the labours employed, Winning Bidder will have to take out Workmen compensation policy & also pay up for their Provident Fund.		
NOTE	For bidder who want to participate in e auction. will have to submit the following document well before by 23th JUNE 2022. By 4:00 pm email - info@srauctioneers.co.in / admin@srauctioneers.co.in		
1.	NAME & ADDRESS OF THE FIRM/COMPANY ON LETTER HEAD		
2.	SHOP ACT,PAN CARD,GST CERTIFICATE.		

ONLINE AUCTION ON BEHALF OF					ONLINE AUCTION CONDUCTED BY					
TATA MOTORS LTD PIMPRI, PUNE					SHANKAR RAMCANDRA AUCTIONEERS PVT LTD, 128 ,MAHATMA GANDHI ROAD, CAMP PUNE - 411001					
DATE :					24/06/2022					
E AUCTION STARTING TIME :					11:00 A.M.					
E AUCTION END TIME:					12:30 P.M. Unlimited Extension. Auto extension of 3 minutes after receiving the last . If no bid is received within 3 minutes of the closing time, this auto extension will automatically get over as per the time displayed on our bidding site					
WEBSITE :					www.srauctioneers.co.in					
E AUCTION ID:					TML4314					
1	NO CLAIM WILL BE ENTERTAINED IN THE SHORT FALL / INCREASE OF QTY.									
2	REQUIRED SEPARATE EMD DEMAND DRAFT FOR CV & PV LOTS									
Note : TML reserves the right to unload and inspect any vehicle at any point of time within its premises. During such inspection, if it is detected that the bidder or their agent or servant have committed any theft/fraud of the company's properties, then TML reserves the right to ban the bidder forever and to forfeit, double the entire amount of value of attempted theft / misappropriation or committed theft/ misappropriation, in addition to the Security Deposit, paid towards the specific lot, subject to availability of maximum amount with TML, at that point of time. In such cases, the bidder will, also, not be allowed to lift other lots, where they are successful bidder/s."										
SR NO.	LOT NO	LOCATION	DESCRIPTION	UNIT	APPROX QTY	CGST %	SGST %	EMD AMOUNT Rs.	LIFTING PERIOD	LIFTING QTY (MT)
ARRISING MATERIAL [01/07/2022 to 30/09/2022]										
1	A15	SCRAP YARD, PIMPRI	WET / DRY ALL KINDS OF HDPE PLASTIC PACKAGING IN DIFFERENT SHAPES – BAGS, ROLLS, SHEETS IN DIFFERENT SHAPES AND SIZES ETC. (AS IS WHERE IS BASIS, SEGREGATION INSIDE YARD NOT ALLOWED). (GALA TO BE CLEARED)	MT	5	9	9	5,000	As & When Required	As & When Required
2	ATM13	MAVAL FOUNDRY	PRESSURE CHAMBER SPILLAGE ALONG WITH IRON SPILLAGE & FOUNDRY SLAG INCLUSIVE OF BURNT SAND.MATTI ETC. (10%) (GALA TO BE CLEARED)	MT	110	9	9	92,000	Fortnightly	18.33

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ARRISING MATERIAL [01/07/2022 to 30/09/2022]										
3	A06C2-EP1	Chichwad Scrap Yard	Low-grade plastic packaging Scrap in all shapes and sizes in soiled / dirty / dusty condition. AS IS WHERE IS BASIS.. PARTY SHOULD NOT LOAD THE MATERIAL ABOVE LOAD BODY. EVERDAY PROPORTIONATE LIFTING TO BE DONE AND AREA TO BE CLEARED ON EVERY FRIDAY (Authorised Recycler / MPCB LICENCE IS REQUIRED) Requird Registration under the PWM Rules, 2016 (GALA TO BE CLEARED)	MT	5	9	9	7,000	As & When Required	As & When Required
4	A73	SCRAP YARD, PIMPRI	USED SOILED HANDGLOVES & HAND SLEEVE AS IS WHERE IS BASIS, (GALA TO BE CLEARED)	MT	15	2.5	2.5	11,000	As & When Required	As & When Required
5	A08AK	K' BLOCK , PRESS SHOP	M S SHEET OFFCUT WITH / WITHOUT ZINC COATING , AS IS WHERE IS BASIS. (GALA TO BE CLEARED)	MT	2000	9	9	66,56,000	Daily	25.64
6	A08AK2	K' BLOCK SCRAP YARD	SHEET METAL SCRAP WITH / WITHOUT ZINC COATING , MATERIAL FALL OUT FROM PRESS LINES, AS IS WHERE IS BASIS. (GALA TO BE CLEARED)	MT	4500	9	9	1,25,06,000	Daily	57.69

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ARRISING MATERIAL [01/07/2022 to 30/09/2022]										
7	A06K2-C2	K' BLOCK SCRAP YARD	Wet / Dry All kinds of corrugated cardboard packaging in different shapes – boxes, cylinders, sheets, rolls, etc., reinforced with jute / plastic, etc. Office garbage such as miscellaneous torn / discarded - documents, drawings, sepia sheets, manuals, paper, old news papers, computer stationery, multiply chipboard, different shapes and types of hardwood pallets etc. (As is where is basis, segregation inside yard not allowed). Party should not load the material above load body.	MT	500	2.5	2.5	6,64,000	Weekly	41.67
8	A73K	K' BLOCK SCRAP YARD	USED SOILED HANDGLOVES AS IS WHERE IS BASIS, (GALA TO BE CLEARED)	MT	20	2.5	2.5	14,000	As & When Required	As & When Required
SR NO.	LOT NO	LOCATION	DESCRIPTION	UNIT	APPROX QTY	CGST %	SGST %	LIFTING PERIOD	EMD AMOUNT Rs.	
ARRANGED LOT										
9	B369	SCRAP YARD PIMPRI	USED GATE / WATER VALVE FROM WATER PLANT ALONGWITH M.S. & G.I. PIPES, JOINTS& ALLIED PARTS	MT	1	9	9	1 Day		6,000

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ARRANGED LOT									
10	B648	SCRAP YARD PIMPRI	USED & SCRAPPED BROKEN GLASS, AS IS WHERE IS BASIS	MT	10	2.5	2.5	3 Days	1,000
11	B788	SCRAP YARD PIMPRI	USED TRACTOR TYRES	MT	0.5	14	14	1 Day	3,000
12	B1020CB	SCRAP YARD C'WAD	ALU. TURING & BORING SCRAP INCLUDING ALU DUST & OXIDISED MATERIAL & BURNT SAND FROM FOUNDRY, INCLUDING SMALL PIECES OF RUNNERS RAISERS UP TO 6 inch(SIEWING & MAGNET NOT ALLOWED). AS IS WHERE IS BASIS (GALA TO BE CLEARED)	MT	30	9	9	6 Days	2,01,000
13	B648KA	K BLOCK SCRAP YARD	USED & SCRAPPED ALL TYPES OF BROKEN GLASS W/WO ANY MATERIAL ATTCHED TO IT, AS IS WHERE IS	MT	35	2.5	2.5	6 Days	2,000
14	B1046K	K BLOCK SCRAP YARD (2 Loc.)	SCRAP M S OFF CUTS & FLAT SHEET METAL SCRAP OF ANY SHAPE & SIZE 2 MM THK WITH / WITHOUT HOLE & WITH / WITHOUT ZINC. AS IS WHERE IS BASIS	MT	100	9	9	10 Days	10,67,000
15	B1194K	K' BLOCK SCRAP YARD	USED / SCRAPPED TARPAULINS	MT	6	6	6	1 Day	10,000

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SR NO.	LOT NO	LOCATION	DESCRIPTION	UNIT	APPROX QTY	CGST %	SGST %	LIFTING PERIOD	EMD AMOUNT Rs
HAZARDOUS LOT									
16	HBTM1135EW	MAVAL FOUNDRY YARD	ELECTRONIC COMPONENTS / PARTS FROM EQUIPMENT'S, PARTY SHOULD BE E-WASTE DISMANTLER / RECYCLER (Party Should be Registered With MPCB As A 'Registered Re-Cycler/Re-Processor' having valid "Registration Certificate-Cum-Pass Book For Dismantler/ Recycling Of E- Wastes" From MPCB and holding a Valid 'Consent To Operate/Authorization' from Respective State Pollution Control Board / Pollution Control Committee). Required Authorized E-Waste Transport Vehicle for Lifting.)	MT	0.2	9	9	1 Day	1,000
17	HB956K	K BLOCK SCRAP YARD	USED / SCRAPPED ALL ELECTRICAL PVC COATED CABLES / HARNESS OF ALL TYPES LIKE, TELEPHONE CABLES, JELLY FILLED TELEPHONE CABLES, FIBER OPTIC CABLE, LAN CABLE ETC., AS IS WHERE IS BASIS. (Party should be registered with CPCB/MoEF as a 'Registered Re-cycler/Re-processor' having valid "Registration Certificate-cum-Pass Book for Re-refining / Recycling of Hazardous Wastes" from CPCB/MoEF and holding a valid 'Consent to Operate/Authorization' from respective State Pollution Control Board / Pollution Control Committee).	MT	25	9	9	1 Day	12,00,000

NOTE :

- For Lot No.A40, A40K & A40JLR, A06P2-C1, A06P2-P1 , A06K2-C1 , A06K2-P1. - Party should lift weekly qty mentioned in the tender list & any short fall from weekly / Fortnightly / Monthly lifted quantity will attract penalty of 5% on the basic value of the material which will adjusted from the credit balance of the successful bidder in next week. If quantity in yard is more than 3 MT after lifting the weekly qty., then additional penalty of Rs.20,000/- will be charged for that week. In case Friday is a holiday then party should clear the material on previous working day by 4 PM. Penalty once charged will not be refunded. Please note, if penalty is charged for more than 3 occasions, TATA MOTORS reserves the right to terminate the contract and forfeit Security Deposit amount of the bidder. (Week Period : Saturday to Friday, Area to be cleared on Friday).
- For Hazardous Lots of Barrels - Empty / Rusty / Decayed / Serviceable / Non-Serviceable etc, Successful Party (BIDDER) must sign an "INDEMNITY BOND" which indemnifies TML against any sanctions / directions arising out of non-compliance / violation by the party of the conditions of the "Consent to Operate" issued to party by MPCB.2
- PPE compulsion in Scrap Yard for any scrap loading- Mask, safety helmet, shoes, handgloves, safety goggle and Hand sleeves.
- Scrap contractor should maintain sufficient account balance before start loading of scrap material.

TERMS & CONDITION :

A	Your offer should be for Basic Price per UOM.
B	All Taxes, Duties & TDS will be EXTRA as applicable on the date of delivery.
C	Declaration form has to be on company letter head duly filled with seal and authorized signature.
D	On receiving of contract letter, the highest Buyer will immediately have to make the Payment as a security deposit as mentioned below by way of DD / PO's payable at Pune or Bank Transfer and start lifting the materials immediately after collecting the Contract Letter from TATA Motors Ltd. and making necessary payments.
E	Security Deposit will be refunded only after completion of contract to the satisfaction of the seller.
F	Mentioned quantity is only for estimation. While taking delivery, complete quantity to be lifted and gala to be cleared.
G	Security Deposit will be as under :- For Arising, Arranged & Machine lots:- 10% of total value (Basic +Duty + taxes as applicable). EMD paid by H1 Buyer for tender, will be converted to Security Deposit, H1 Buyer will have to pay the difference amount between EMD and SD immediately after receiving the contract letter. If the Buyer fails to pay the differential amount and complete the SD within one week from receipt of Contract Letter, EMD will be forfeited. Under no circumstances, EMD will be refunded to the successful Buyer.
H	TML reserves the right to unload and inspect any vehicle at any point of time within its premises. During such inspection, if it is detected that the buyer or their agent or servant have committed any theft / fraud of the company's properties, then TML reserves the right to ban the Buyer forever and to forfeit, double the entire amount of value of attempted theft / misappropriation or committed theft/ misappropriation, in addition to the security deposit, paid towards the specific lot, subject to availability of maximum amount with TML, at that point of time. In such cases, the Buyer will, also, not be allowed to lift other lots, where they are successful Buyer/s."
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BIDDER REGISTRATION FORM

DATE :														
NAME OF THE FIRM :														
ADDRESS :														
CONTACT No.														
LAND LINE WITH STD CODE														
EMAIL ID :														
GST NO :														
PAN NO :														
PLEASE ENCLOSE XEROX COPY OF GST CERTIFICATE & PAN CARD														
BANK DETAILS														
BANK NAME														
ACCOUNT NAME														
ACCOUNT NO :														
IFSC CODE :														
BRANCH NAME :														
HAZARDOUS WASTE CERTIFICATE :	BURNT OIL	<input type="checkbox"/>	E-WASTE	<input type="checkbox"/>	LEAD ACID BATTERY	<input type="checkbox"/>								
PLEASE ENCLOSE XEROX COPY OF PASSBOOK & CONSENT THE ABOVE														
NAME OF THE PERSON THE BIDDING ON BEHALF OF THE FIRM/COMPANY: & DESIGNATION														
SIGNATURE & SEAL														

TERMS & CONDITIONS OF THE TENDER / E AUCTION :**DEFINITIONS :**

- **SELLER :** Seller referred in this catalog is **TATA MOTORS LTD**
- **BUYER :** 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 who makes or places a bid for and purchases the tender property either in part or in full is considered as a Buyer. One individual can represent as a Buyer on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate Earnest Money Deposit. Successful Buyer is that Buyer in whose name, contract letter is issued by the seller.

1.0 GENERAL TERMS & CONDITIONS :

1.1	Subject to the reserve price, if any, fixed by the SELLER and subject to the terms and conditions set out herein, sale shall be made to the HIGHEST BUYER on "AS IS WHERE BASIS" and "WET, DRY OR RUSTY" condition and "NO COMPLAINT BASIS" . The Seller does not undertake any responsibility to procure any permission/license etc., in respect of the tender property offered for sale.
1.2	SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire tender concludes.
1.3	Participation and bidding in this tender shall be treated as conclusive evidence of the fact that the Buyer, who has not been previously blacklisted by TATA MOTORS LTD., has inspected the materials and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the tender property, taxes & duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. Final decision regarding participation will be with the Seller. It shall also imply that the Buyer has carefully gone through and understood the terms and conditions of tender including the amendments if any. Seller will not entertain any complaints or objections once Bid is placed.
1.4	Seller 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 tender property and about its "End Use" or fitness for a particular purpose. Description given in the List is brief. Bids placed by the buyers will deem to have been made on the clear understanding that the intending Buyer(s) have satisfied themselves fully in regards to nature/ conditions, quality of goods upon inspection or otherwise. No error, omission or mis-statement or mis-description whatsoever and howsoever made or published whether in list or otherwise and no defects or faults in the goods shall invalidate the contract or be subject matter of any claim on the part of the Buyer by compensation or otherwise however nor will any such claim be entertained by company.
1.5	The highest Buyer 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 tender Property at any stage from tender even after acceptance of bid/issue of contract letter, or release order/deposit of full value by successful Buyer without assigning any reason thereof. In the event of such rejection/cancellation/withdrawal, SELLER shall refund the value of tender Property, if paid for, to the successful Buyer. SELLER shall not be responsible for any damages/loss whatsoever to the successful Buyer on account of such withdrawal.
1.6	EMD or Security Deposit amount will not carry interest.
1.7	It is the sole responsibility of the scrap Buyer to ensure that scrap lifted through tender from Tata Motors Ltd. shall not be used for rebuilding of parts / assembly / aggregates which are procured / made by Tata Motors Ltd.
1.8	Description given in our list is in brief. Offers by Buyers will deem to have been made on the clear understanding that the intending Buyer have satisfied themselves fully in regard to the nature/ conditions, quality of goods upon inspection or otherwise. No error, omission or misstatement or wrong description whatsoever and howsoever made or published whether in our list or otherwise and no defects or faults in the goods shall invalidate the contract or be subject matter of any claim on the part of the Buyer whether by compensation or otherwise however nor will any such claim be entertained by seller.
1.9	The quantity indicated in the list of our scrap items is only an estimate for calculating the amount of deposit to be paid by the Buyer and may vary with the quantity of scrap that may be available to the Buyer during the period. However, since the paramount interest of the Seller is to get the area cleared of all accumulated scrap, the Buyer will have to remove the entire arising/arranged lot whatever there may be even though such actual arising/arranged lot quantity goes far beyond the quantity indicated or is much less than the quantity indicated.
1.10	The Seller shall be under no obligation to put the lots singly or serially in any other particular manner and the Seller reserves the right as its discretion to withdraw any lot fully or partially at any time during the period of tender without assigning any reason thereof. The Seller may refuse to accept any bid from any person or persons without assigning any reason for such refusal.
1.11	If any non ferrous material is found in any of the lots while effecting delivery, the same shall be treated as Seller's property except where such non ferrous metals are specifically mentioned in the lot description. The Buyer shall not lift from the lots any such pieces containing non ferrous metal and shall have no claim to the same or ask for any compensation on account thereof.

2.00 PARTICIPATION :

2.1	Inspection :- The Intending Buyer shall visit the site and make them thoroughly acquainted with the local site conditions, The nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes. The Buyer shall quote taking into account all the site conditions including traffic restrictions and transport etc. for proper execution of the work. The Buyer will not be entitled to any claim of/and compensation for difficulties faced or losses incurred, damages suffered on account of any site conditions. Buyer should carry the Catalog along with them for the inspection of material at the Site, which will be subject to the usual security rules of the Seller. Any clarification required may be sought by the Buyers from the Seller at the time of inspection and no dispute will be entertained thereafter. A maximum of 2 personnel per Buyer will be allowed for factory inspection. Wearing flat sole leather shoes is mandatory while entering Tata Motors Ltd. premises.
2.2	Any Buyer dealing with Tata Motors Ltd. first time (after coming out as H1 in the tender), will have to submit following details along Two copies of PAN Card on his letter head duly signed & stamped. Provide GST Registration certification Xerox copy. This is mandatory.
2.3	The prospective Buyers shall have to deposit Earnest Money Deposit (EMD) for each lot separately or for all lots as prescribed (refer Details of Tender list for Lot-wise EMD) by Demand Draft / Pay Order on any / from Nationalized Bank / HDFC/ Axis/ ICICI/ Kotak Mahindra / IndusInd Bank Only. Bank (as prescribed by the Seller) drawn in favour of "TATA Motors Ltd." payable at Pune. CASH / CHEQUE WILL NOT BE ACCEPTED.
2.4	There will be NO NEGOTIATION after completion of Tender. Buyers are advised to place their competitive bids accordingly as the rates quoted in the Tender will be final.
2.5	In case of successful Buyer, the EMD amount will be converted into Security Deposit and same shall be refunded only after satisfactory execution of order. Security Deposit will not be adjusted against the weekly advance or towards the value of item. For unsuccessful Buyers EMD will be refunded from Tata motors office. Under any case, SD/EMD shall not bear any interest.

3.0	PAYMENT :
3.1	For Arranged lots
a.	Full payment of the lot along with 10% Security Deposit has to be made within 7 days from acceptance of contract letter OR alternatively, only in case of lot value being more than Rs. 5 Lacs, Purchase can pay additional 15% Security Deposit (total 25%) and use pay & lift facility. This additional 15% SD only may be adjusted at the end of lifting i.e. when the physical quantity in the scrap yard is less than 15% of the tendered quantity. If, after paying 25% SD for availing Pay & Lift facility, the party fails to lift the material, entire 25% SD will be forfeited.
b.	Contract letter specifies the Last Lifting Date (LLD) and the same would be applicable for calculation of penalty including cancellation of contract and forfeiting EMD.
3.2	For Machine / Vehicle lots :- The Buyer should pay the Security Deposit & full amount of the total value before lifting the machines /vehicle.
3.3	All payments shall be made in the form of Demand Draft/ Pay order issued by any Nationalized Bank / HDFC, ICICI, AXIS Bank in favour of TATA Motors Ltd. payable at Pune.
3.4	On receiving of contract letter, the highest Buyer will immediately have to make the Payment of Security Deposit. Further payments should be made along with all the Taxes & Duties by way of DD / PO's payable at Pune or Bank Transfer and start lifting the materials immediately after collecting the Contract Letter from TATA Motors Ltd.. The Contract Letter will be released only after receipt of prescribed amount. Transaction value means Basic+CGST+SGST+TCS etc as applicable. The EMD will be converted to Security Deposit. The Buyer will have to pay the differential amount between EMD & SD if any. The Security Deposit shall be refunded after satisfactory execution of contract.
3.5	In the event of the failure of the Buyer (H1 Buyer) by way of a default in payment of the material being disposed or non-compliance or any of the terms mentioned herein, the contract will automatically stand terminated and the Security Deposit will stand forfeited for the breach of contract by the buyer. In this case, the Seller reserves the right to dispose of the balance material in the Lot and the said buyer will have no claim whatsoever.
3.5	In the event of the failure of the Buyer (H1 Buyer) by way of a default in payment of the material being disposed or non-compliance or any of the terms mentioned herein, the contract will automatically stand terminated and the Security Deposit will stand forfeited for the breach of contract by the buyer. In this case, the Seller reserves the right to dispose of the balance material in the Lot and the said buyer will have no claim whatsoever.
3.6	Bids placed/Rates offered are for the basic price only and are exclusive of all applicable taxes and duties like CGST, SGST, TCS etc as applicable. Taxes and duties will be in addition to the basic price and will be added at rates applicable at the time of delivery.
4.0	DELIVERY :
4.1	CONTRACT PERIOD for Arising lots 01/07/2022 to 30/09/2022
a	The lots on tender in respect of future arising is for all the accumulation that will be there in the scrap yard on 01/07/2022 and between 01/07/2022 to 30/09/2022 . It is made expressly clear that Buyer will have to clear all the arising which will be there in the scrap yard as on 01/07/2022 and the arising that will accumulate from time to time regularly and expeditiously so as to clear the scrap yard as per the frequency given in the material list.
b	Contract letter specifies the Last Lifting Date (LLD) and the same would be applicable for calculation of penalty including cancellation of contract and forfeiting EMD.
4.2	The successful Buyer will make his own arrangement for transport of item from the Seller's premises. He will not be entitled to claim any facilities or assistance in this regard. Loading will be done by his own men under joint supervision. For lifting bulky/heavy items, the Buyer will make arrangement for fork-lift / crane from the market and clear the material within stipulated contract period.
4.3	The Buyer have to follow the process & documentation as laid down by the seller. The Buyer will have to make "Vehicle In" document 'LECI' at the entry gate', get empty vehicle (brought for lifting the scrap) weighed at TML's weight bridge and bring the weighment slip. He will contact scrap yard Master and Scrap yard Security with weighment slip and "LECI" and other documents as necessary.
4.4	The Buyer, after loading the vehicle under supervision of scrap yard personnel and Scrap yard Security, will have to get final weighment done, obtain final weighment slip, get Sales Order / Delivery Order number (SO & DO number) from Scrap Yard Master on the weighment slip and get weighment slip signed by Scrap Yard Master and scrap Yard Security.
4.5	The Buyer will have to submit final weighment slip along with SO/DO No, to Finance, pay by DD money for the scrap being lifted. (DD to be given to Cashier after verification by finance.) Get signed on Invoice Copy from Finance. Show the Delivery-Cum-Invoice at Security and take the vehicle out.
4.6	Only one category of scrap item will be allowed in one truck irrespective of quantity. No other category will be allowed to be loaded in the same truck.
4.7	At the time of obtaining delivery of material, the Buyer shall not be entitled to pick or choose any particular item / items from the lot sold to the Buyer. The Buyer will have to operate the lot from one side of the bay until entire quantity of the lot is lifted. It shall be the responsibility of the Buyer to see that he or his servants or agents collect and load only that quality and kind of item that are covered by the contract and in the event of his servants or agents finding any other quality or kind of item mixed with the items allotted to him he should forthwith bring to the notice of the concerned officer and not lift article till the lot is segregated by the employees or agents of the Seller. Decision of the Seller will be final & binding on the Buyer.
4.8	Seller reserves the right to unload the vehicle for inspection purpose as a surprise check or if it is detected at any time that the Buyer had loaded the material or materials for which he is not Buyer or if the Buyer is found to carry excess items then that mentioned in the documents. The Seller will be within its right to detain the truck, unload the materials at the cost and expense of the Buyer and terminate the contracts forthwith and forfeit the Security Deposit and claim such further losses and damages that may be caused to the Seller.

4.9	Any accumulation as at beginning of the contract period will also be covered by the contract and will be lifted by successful Buyer whatever the quantity may be. The successful Buyer will have to visit the Scrap Yards regularly and ensure that accumulations are cleared promptly. He is also required to clear the material as & instructed to do and also ensure that whatever material available as on the last day of contract will be collected by him on that day. Further if any scrap is left un-cleared on the last day of the contract when contracts come to an end by efflux of time, such failure to remove accumulations on the last day will be deemed to be a breach of terms and conditions of the contract and therefore, entitling the Seller to forfeit the Security Deposit and claim such further loss and damage from the Buyer as may accrue by such breach.
4.10	If the successful Buyer at any stage, after submitting his bids, either neglects or refuses or is unable to take complete delivery of the material (gala to be cleared) for any reason whatsoever / or the performance of the Buyer is unsatisfactory, the company will have right to forfeit the EMD / SD, terminate the contract and claim for such further losses & damages that may be caused to the company by such breach. Whether successful Buyer's performance is satisfactory or not, will be for the Seller to determine and declare at it's sole discretion.
4.11	At any time, during the tender process / period of the contract, Seller reserves the right to retain / withdraw any or all scrap items. Decision of the Seller in this regard will be final and binding on the Buyer. The Buyer shall not be entitled to claim any compensation or damages for the goods retained. The Buyer will have to clear the lot (gala to be cleared) otherwise EMD / SD will be forfeited.
4.12	At Chikhali (K Block), if a vehicle is loaded & is not able to move out of the premises before end of the day for whatsoever reason, the vehicle has to be unloaded at the cost of Buyer.
4.13	For Machines & Vehicles lots, acceptance of bid is on 'Subject To Approval' basis & decision will be informed maximum within 120 days.
4.14	Buyer should ensure that his labour should carry their identity proof for their self identity.
4.15	On receipt of full Sale Value along with applicable CGST/ SGST/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 as per contract letter .
4.16	In order to facilitate TATA Motors Ltd. to complete the transaction before 4.00 P.M. the goods should be collected between 9 A.M. and 3.30 P.M. on any working day with prior appointment of the concerned department during the stipulated delivery days (except Sundays & Holidays). Please contact respective person for co-ordination. Successful Buyers should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful Buyer. In the event of non-adherence to the above by the successful Buyer, seller will reserve its rights to impose penalties/forfeiture of EMD and other payments collected. Weight recorded at the seller's premises shall prevail.
4.17	The loading of the material will be in the presence of and after the approval/authorization of TATA Motors Ltd.
4.18	The Buyer shall be responsible to ensure that their employees follow safety regulations as per TATA Motors Ltd.' stipulations and other statutory regulations. Buyer shall ensure that all his workmen on site use safety belts, gloves, helmets, masks etc., as necessary for their safety. The buyer shall be responsible to secure compliance's 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 have to comply with all statutory obligations like Labor License, Workman Compensation policy, ESIC, PF etc., whichever is applicable.
4.19	The successful Buyer will make his own arrangement for dismantling, removal, lifting, loading and transporting of the material from the factory premises and he will not claim any sort of assistance or charges whatsoever from the company.
4.20	Please note while engaging Crane for lifting the machine / Material, you will ensure that lifting tackles, wire rope, chain, hoists etc. will bear valid certification of competent authority and xerox copies of these should be available with you while loading. In absence of this, no lifting will be allowed.
4.21	In case 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.
4.22	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.
4.23	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.
4.24	It will be Buyer's responsibility to weigh the empty Truck at the weigh bridge of TATA Motors Ltd. and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck. The weight confirmed by Seller's weigh bridge will be final and binding on the Buyers.
4.25	If the original Buyer wish to take delivery of the 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 Buyer 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.
4.26	Buyer and his men are subject to the security rule of seller in force while in the seller's premises. The Buyer(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 Buyer 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.
4.27	While taking delivery of the material, the Buyers shall be responsible for any damage that may be done to premises/fittings of the Seller in the course of removing the lot(s) purchased by them. The Seller may at its option arrange to make good such damages and the Buyer 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.
4.28	Seller will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative/labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves/safety shoes/helmet etc.) to the labourers, who are engaged for loading the materials.

4.29	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.
4.30	In case the whole or any part of the goods sold remained uncleared, after due date as stated in the delivery schedule, the buyer shall have no claim whatsoever on the goods remaining uncleared and the amount paid to TATA Motors Ltd. will stand forfeited at the expiry of the said period. TATA Motors Ltd. 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.
4.31	The buyer shall not be entitled to resell any lot or part of a lot while the goods are lying in the premises of the TATA Motors Ltd. and no delivery would be affected by the TATA Motors Ltd. to any person other than the buyer.
4.32	Disposal of material is to be done against advance DD from Nationalized Bank / HDFC/ Axis/ ICICI/ Kotak Mahindra / IndusInd Bank Only.
5.0	PENALTY FOR NON-PERFORMANCE :
5.1	The intention of the Seller is to keep the least amount of scrap in the yard by ensuring timely, regularly, evenly, effective and efficient clearing of the scrap from the yard. Seller has the right to impose penalties for not lifting / partial lifting / delay in lifting as against the lifting schedule given by the Seller. These penalties will be charged as under
5.2	For lot number A06P2-P1, A06P2-C1, A06K2-P1, A06K2-C1, A40, A40K, A40JLR Penalty of Rs.20,000/- per week / Fortnight if the material is left in the scrap yard more than 3 MT at the end of the week / Fortnight (excluding material received after 12 noon on last day of the week).
5.3	For all Arising Lots, 5% of the basic value of the material left in the scrap yard at the end of the lifting frequency period as mentioned in the tender list (excluding material received after 12 noon on last day of the week)
5.4	For arising, arranged and hazardous lots, penalty will be charged for material lifted after the Last Lifting Date (LLD) as under:
a	3% on the basic value of the scrap lifted during 7 days after Last Lifting Date (LLD)
b	7% on the basic value of the scrap lifted after 7 days from LLD to up to 15 days from LLD.
c	15% on the basic value of the scrap lifted after 15 days from LLD to up to 21 days from LLD.
5.5	If the material is not lifted even after the last date of Extension No.(3c) above, it will be treated as breach of contract. In such case, Buyer will lose his rights on the balance material and Seller has the right to forfeit the Security Deposit and sell the balance material to any other party. Penalty is put as a deterrent and the Buyer has to ensure that he is not making himself liable for penalty by prompt and uniform lifting of the material from scrap yard. PLEASE NOTE : The Seller shall not remind the Buyers about the last lifting dates either by email /letter / telephone/ SMS. No correspondence in this regard will be entertained.
6.0	Note for Hazardous lots :
6.1	Conditions for participation in the tender -
a	Party who is actual user registered with Ministry of Environment and Forests, and
b	Who has letter of authorization from Maharashtra Pollution Control Board or an equivalent Govt. organization (if out of Maharashtra)
c	Who has certificate regarding "Hazardous Waste (Management & Handling) Rules 2000 from Maharashtra Pollution Control Board or an equivalent Govt. organization (if out of Maharashtra). Seller's decision in this regard will be final & binding on the Buyer.
6.2	Conditions for taking delivery & transportation :
a	For lots included in the list, before collecting the material, party must give an undertaking in writing on its letter head that the person collecting the material is its authorized representative.
b	The party must submit copies of MPCB and MOEF valid licences and Copies of Registration-cum-Pass Book along else your bid for items will not be considered.
c	Lot will be lifted by using services of transporter holding "Valid Authorisation of MPCB" for transporting hazardous waste.
7.0	RECOVERY OF DAMAGE TO TML PROPERTY :
	The Buyer shall be responsible for any loss or damage that may be caused to the Seller's premises, installations or materials in removing the lot or lots purchased by him. The officer concerned may on his option arrange to call on the Buyers to make good such loss or damage and the Buyer shall accept responsibility for the payment of the same.
8.0	SAFETY :
8.1	All Buyers of the lots before collecting purchased material from inside the works should contact the Seller's authorized officer to get themselves fully acquainted with safety rules & regulations. Buyers will be allowed to start collecting materials only when they have confirmed in writing that they are agreeable to follow the various safety rules and plant regulations.
8.2	It shall be contractor's responsibility to provide his labours with all the necessary safety equipments like safety shoes, hand-gloves, goggles, helmet, caps etc., while working on the premises of TML. The contractor shall adequately cover all his labours under life insurance or any other related insurance/ social security schemes prevalent under existing laws.
9.0	STATUTORY COMPLIANCE OF LABOUR LAWS :
9.1	Entry of persons / labour brought by the contractors is not automatic and subject to the compliance of Labour Laws and discretion of the TML authorities.
9.2	The contractor shall not bring any person / labour below the prescribed age as per law in force. Persons below the age of 18 years of age brought by the contractors will be declined entry into TML premises unless valid proof of age of the concerned person is provided to their satisfaction.
9.3	No person / labour with medical problems of chronic nature viz; epilepsy, impaired eyesight / hearing, sick persons etc., shall be brought by the contractor seeking entry into TML premises.

10.0	DISPUTES / ARBITRATION :
10.1	In case of any dispute arising out of or relating to the terms of the Contract Letter the matter shall be referred to sole arbitrator to be appointed by TATA Motors Ltd. The arbitrator shall act in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Pune and will be conducted in English.
10.2	An authorized official or any other person appointed by the seller shall decide any dispute arising between the successful Buyer and seller. The decision of the Arbitrator shall be final and binding on both the parties.
10.3	In the event of any dispute with regard to not taking possession/non-availability of inspected tender Property etc., and forfeiture of 'EMD', Seller will not be held responsible for the loss/forfeiture.
10.4	Only the appropriate Court in Pune will have jurisdiction to deal with any dispute arising out of this contract.
10.5	The Seller shall not be liable for or be bound in any manner for any representation or statement which are not contained in this terms & conditions of sale or are contrary and inconsistent therewith purported to have been made by the officer of the Seller.
11.0	TERMINATION OF CONTRACT :
11.1	Motors Ltd. Reserves the right to terminate the contract at any time on the following ground.
a	Unsatisfactory execution or performance of the contract by the Buyer.
b	Improper behavior of the buyer or his employees/agents/representatives or breach of the terms and conditions of the contract.
c	Non fulfillment of submission of statutory details, CGST &SGST tax compliance before dispatch of materials.
d	Or for any reason, whatsoever, as may deem fit toTATA Motors Ltd. for termination of the contract.
12	FORCE MAJEURE CLAUSE :
	Seller shall not be liable for non-performance of any contract either wholly or in part nor for any delay in performance resulting due to cases beyond seller's control including fire, strikes, lock-out, closure, dispute with workmen, uncertain and unstable labor situation, war, riots, civil commotion, pestilence, epidemic, floods, accidents, damage or requirements of Government force or any circumstances. Should seller so determine shall be entitled at any time without notice to the buyer to cancel any contract the performance of which is likely to be delayed by any of the cause aforesaid and in such cases, the buyer shall have no claim upon the seller of any kind, The provision of this paragraph shall not be limited or abrogated by any other terms of the contract whether printed or written nor will be provision of this clause abrogate or limit the effect of any other clause mentioned in these terms and conditions.

BIDDER AGREEMENT

**AGREEMENT WITH BIDDER FOR THE ONLINE AUCTION NO: TML4314 ON BEHALF OF TATA MOTORS LTD,
THIS IS ONLY APPLICABLE FOR THE BIDDERS WHO HAVE REGISTERED & PAID EMD FOR THE EAUCTION**

THIS AGREEMENT IS SIGNED ON:- _____ ("EFFECTED DATE")

SHANKAR RAMCHANDRA AUCTIONEERS PVT LTD ,
(HEREIN REFERED AS SRAPL) 1ST PARTY

AND

(HEREIN REFERED AS BIDDER) 2ND PARTY

The purpose of this agreement is to confirm that the bidder is authorized to bid in the online Auction being conducted by SRAPL. Pune for the material of the "SELLER" "(OF TATA MOTORS LTD , herein as referred as " TML")

THE FOLLOWING FOR THIS PURPOSE

1	The bidder has read & understood the Online Auction Catalogue being conducted on www.srauctioneers.co.in . Inspection, Terms & Condition of Online Auction, details of material put to Online Auction, the basis of bidding, the bidding procedure, contract particulars ,etc																									
2	All the information pertaining to weight, condition, etc which has been mentioned in the "Online Auction" Catalogue By SRAPL, is to the best of its knowledge .The bidding basis will be ARISING BASIS" & on "NO COMPLAINTS" & "ON AS IS WHERE IS BASIS" . The bidder is deemed to have inspected the material put for "ONLINE AUCTION" & satisfied himself about the quality, quantity & location of material put to auction.																									
3	<table border="1"> <thead> <tr> <th colspan="5">EMD</th> </tr> <tr> <th>LOT NO</th> <th>EMD AMT Rs.</th> <th>DD NUMBER</th> <th>DD AMOUNT</th> <th>BANK NAME</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	EMD					LOT NO	EMD AMT Rs.	DD NUMBER	DD AMOUNT	BANK NAME															
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4	The bidder deposit will carry no interest on it.The EMD should be DD ONLY TO TATA MOTORS LTD. PAYABLE AT PUNE																									
5	The bidder agrees to accept the LOGIN ID & PASSWORD issued to him on 24/06/2022 after The start of auction. The bidder has read & understood the bidding process on www.srauctioneers.co.in website.																									
6	EMD of unsuccessful bidders will be refunded after the 7 days.																									
7	All the above documents mentioned in the bidder registration form shall be submitted to SRAPL office Pune BY mail only info@srauctioneers.co.in And admin@srauctioneers.co.in . Documents received after the above mentioned due date will not be accepted, & it will be the sole responsibility of the bidder.																									
8	All correspondence will be done to the office address of SRAPL ie 128 Mahatma Gandhi Road Pune-411001 & e mail address info@srauctioneers.co.in / admin@srauctioneers.co.in																									
9	The bidder agrees to accept the LOGIN ID& PASSWORD issued to him 1 hour prior to the auction. And that he has read and understood the bidding process on the www.srauctioneers.co.in platform. And that it would be his responsibility incase he dose not prefer to change the password on receipt.																									
10	Bidder agrees to compensate SRAPL/ TML the loss in the transaction it may suffer in case of back out/non performance by the bidder to the terms & condition of this agreement. The bidder also agrees that the total EMD paid by him will stand forfeited in case he backs out of the bid or refuses to honor his bid.																									
11	The bidding amount against the login ID allocated to the bidder is captured accurately in the software system during the bidding process. The record of each bid is maintained by SRAPL																									
12	Auctioneer/TML will have right to re auction the unsold lots after the auction gets over and the bidder will have no objection to the same.																									
13	In the event of any doubts arising after the auction event, the software recorded shall be treated as final.																									
14	The bidder is hereby legally bounded to have accepted the price as per the bid in the software record maintained by SRAPL. If approached by SRAPL as the winning bidder, the bidder shall honor the down payment procedure.																									
15	SRAPL shall not be responsible for any loss of bidding opportunity to the bidder on account of infrastructure, hardware, Internet speed, local ISP Services or power problems at the bidders end. However, SRAPL encourages the bidder to immediately get in touch with the nearest market place of SRAPL and report the problem, during the bidding, to request for time extension or other help.																									
16	SRAPL shall flash important messages during the auction in the bidding screen. The bidder is responsible for the seeing and understanding the message. The bidder for any clarification can seek SRAPL market –maker help on the same. The auction message are deemed to be a part of the catalogue.																									
17	The bidder shall be bidding on the basis of the commercial terms and conditions as mentioned																									
18	The bidder understands the right of bidding for this auction is reserved in case of observed irregularities which can affect the bidding process, the bidder will be disabled. SRAPL shall have final authority in this matter.																									
19	The bidder has received and accepted the terms and conditions given in the catalogue, issued upon signing this agreement.																									
20	It is mutually understood and agreed that the laws of the Union of India shall govern this agreement, without reference to its conflicts of law provisions. The court of Pune shall have exclusive jurisdiction relating to any proceedings arising out of this agreement.																									
21	Auctioneer reserves the right to extend the timing of e auction and can even re auction unsold lots on the same day. The bidder agrees to keep himself posted on the same by being in touch with the auctioneer.																									
AGREED TO BY,																										
BIDDER SIGNATURE & SEAL																										