

TATA HITACHI



**e-SALE CATALOGUE
FOR
Sale of EOT crane from Tata Hitachi Construction Machinery
Company Pvt. Ltd, Kharagpur**



**CONDUCTED BY
mjunction services limited**

SALE OF EOT CRANE – TATA HITACHI / KGP, WB/JUNE'16
 Online Sealed Bid followed by a Forward Auction conducted by mjunction services ltd
 "Being sold on "AS IS WHERE IS & NO COMPLAINT BASIS"

Mandate	VJ16220378
Seller:	TATA HITACHI CONSTRUCTION MACHINERY COMPANY PVT. LTD.
Online Event website:	https://www.metaljunction.com/auction/auctionView
Date & Time:	27.06.2016 – Online sealed bid followed by forward auction will commence at 02:30 PM
Inspection Date & Time:	22.06.16 to 25.06.16 with prior appointment with concerned person from 11.00 am to 4.00 pm only
Location of material:	Tata Hitachi Construction Machinery Company Pvt. Ltd. Kharagpur Plant Address in KGP: Tata Hitachi Construction Machinery Company Pvt. Ltd, Rupnarayanpur, Jakpur, Kharagpur, West Bengal 721301, India
Pre Bid EMD deposit	Rs. 50,000/- for all lots via RTGS in bidder's virtual account. RTGS details are given in this document (Page No. 4). Bidders need to be self-attached after submission of the EMD
Contact Details:	mjunction services ltd: Inspection : Biswajit Banerjee 8584008276 ; biswajit.banerjee@mjunction.in Gaurav Das 8584008249 ; gaurav.das@mjunction.in Auction Room No's: (033)66031760-72 (13 lines) (033)44091760-72 (13 lines)

LOT DETAILS :

Lot No	Lot Description	Details	Quantity	Bid Basis
THCM KGP/1	EOT Crane	Make: Sigma Type: Semi Goliath, Double Girder Span: 8 Mts Age - More than 10 Years Present Condition: Lt motors not in working condition, Electrical panels are missing	1 No	Rs/No

Applicable Taxes:

Excise duty + E cess + H E cess	: 12.36%
VAT	: 5%
CST	: 5% without 'C' form or 2% with 'C' form

Note: For interstate customers, the concessional CST @2% will be charged if the customer separately submits differential CST deposit of 3% along with the EMD payment. This is to be submitted directly to Tata Hitachi. The same will be refunded after receiving complete endorsed 'C' form from the customer.

If any other duties, taxes, and statutory levy(s) are imposed during the pendency of the contract, then it will be in the buyers account.

Payment & Lifting Schedule:

<u>LOT No.</u>	<u>LOT VALUE</u>	<u>LIFTING PERIOD</u>
All Lots	7 days from lot confirmation (Lot value + applicable tax & duties)	10 days from the receiving go ahead to commence lifting, after payment has been made(Confirmation through Email or Hard copy of proforma invoice)

TERMS & CONDITIONS:

- Materials are being offered on "as is where is" & "No complaint" basis. Bidders are advised to inspect the equipment/materials and satisfy themselves before bidding.
- All lots are 'site to be cleared basis'.
- Prices quoted must be valid for this sale event only.
- Payments: 100% payments including taxes & duties to be completed within the timeline as stated in the table above.
- Lifting Terms: Lifting of materials must be completed within the timeline as stated in the table above. (Through Email or Hard copy of proforma invoice)
- Price to be quoted ex - KHARAGPUR, West Bengal exclusive of duties and taxes.

1. Requirements of participation:

1.1 Registration: Before participation in the e-Tender, a prospective bidder shall be required to get registered with mjunction services limited. For details visit <https://www.metaljunction.com/auction/auctionView> OR get in touch with the concerned person from mjunction.

1.2 Documentation: The following documents need to be submitted by the bidder interested for participating in the e-Sale to mjunction services limited prior to the date of the e-Sale:

- Letter of Interest duly signed and stamped by bidder (attached with this catalogue).
- Each page of this catalogue to be signed and stamped by the buyer and to be submitted to Mjunction Services Limited.
- New bidders (not registered with mjunction) are requested to submit notarized copies of their SOI's before participating in the e Sale.

1.3 Pre Bid Security Deposit: **Rs. 50,000/- for all lot via RTGS in bidder's virtual account.**
RTGS details are given below
Bidders need to be self-attached after submission of the EMD

* Non-Interest bearing security deposit in the form of NEFT to "MJUNCTION SERVICES LIMITED" needs to be deposited by the intending buyers.

NEFT details below:

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Branch Name	Sandoz Branch, Mumbai
Account No	Explained below *
IFSC Code	HDFC0000240

Account No:

* All the customers will have a unique account number. The unique account number is an alpha numeric code consisting of 13 characters. The Customer's unique "account number" is a combination of the MJ' SAP code along with the 7 digit bidder SAP ID and can be used as reference for all subsequent transactions. The Customer's Account Number detail is available in "Profile" after the customer logs into our website using the user id and password.

2. Bidding modalities:

2.1 Price Bid Basis for Online Forward auction: **In Rs/No.** Price to be quoted is basic, ex- location **exclusive of taxes & duties.**

2.2 Type of auction: Online forward auction (English No Ties)

2.3 Bid Validity: Bid shall be valid for **Thirty (30) days** from the date of sale event.

3. Payment terms & conditions:

3.1 Payments: All payments in form of RTGS are to be deposited directly to **Tata Hitachi.** The RTGS details will be shared with the winning customer(s).

3.2 Lot payment: The full & final lot payment is to be made within 10 days of LOT confirmation. **The payment including taxes & duties is to be made within timelines as mentioned in the catalogue.**

4. Lifting Terms:

4.1 The dismantling & lifting of all equipment/material is in the scope of the buyer.

4.2 The equipment/material will be allowed to be lifted only after full & final payment including taxes & duties has been deposited.

4.3 **Any dismantling/cutting of the vehicles/equipment will not be allowed at Tata Hitachi's premises.**

4.4 **Within 10 days from the date of Lot confirmation intimation (confirmation through Email or Hard copy of proforma invoice).**

5. Penalties:

The following penalties shall be applicable in the eventuality of a buyer defaulting in adhering to any of the payment or lifting norms.

5.1 The pre bid security deposit shall be recovered from the winning customer in case of failure to make the payment / Lot value payment including taxes & duties within stipulated time after lot confirmation.

5.2 In cases of any damage to property, equipment of Tata Hitachi, a penalty may be imposed on the buyer & the buyer may be asked to submit a penalty amount to Tata Hitachi.

5.3 **2% of lot value for per week delay** (Applicable after 10 days from Issue of sale letter, Maximum three weeks of delayed allowed, there after company reserves the right to forfeit EMD and all deposits with company)

6. Refund

a) For the winning customer, if price is approved the pre bid security will be retained as security deposit till completion of the project.

b) For non H1 buyers, the pre-bid security will be refunded **within 2** working days of receiving the online refund request with cancelled cheque copy from the customer.

Letter of interest (to be filled & submitted by interested customer along with pre bid security to mjunction).

LETTER OF INTEREST (To be printed on company letter head)

To
The Manager
Tata Hitachi
Kharagpur.

THROUGH: M/s mjunction services limited

REF. : Online Sale of EOT crane from THCM KGP Dtd. 27/06/2016

Dear Sir,

(1) We are interested in participating in the Online sale event notified vide your notice under reference for **EOT crane at KGP** and lifting of material to be done ex KGP by road. We also agree to abide by all the instructions contained in the indicated Online sale event Catalog above, General Rules and Regulations governed in Conduct of Online Sealed bid followed by forward auction, invitation to online sale event auction notice.

(2) We are hereby submitting the applicable **Pre-bid security deposit** of Rs. _____/- (Rupees _____ only) as per following details in favour of "**mjunction services limited**" for participating in the above mentioned Online Sale event.

UTR No.	RTGS date	Bank, Branch	Amount (Rs.)	Lot No.

(3) We agree to offer our best bid in the online event, in Rupees per No in the auction process. Ex- KGP exclusive of all taxes & duties, and other Statutory Levies if any, as legally applicable at the time of delivery/despatch and hold the same valid for **30 days** for acceptance of the bid from the date of online sale event.

(4) We agree to comply with all "**SAFETY MEASURES**" of TATA HITACHI during the activity of lifting.

(5) We are providing the following details of ourselves in connection with the above Online Sale event.

Name of the Company: _____ Name of the contact person _____

Address of the Company: _____ Telephone No: _____

Mobile No. _____ FAX No. : _____

e-mail Particulars: _____

Yours faithfully

Name and Signature of authorized Person.

For M/S _____
(With Company's Seal)

Place _____

Date _____

Following particulars to be furnished along with LETTER OF INTEREST in the company's letter head.

- 1) NAME OF THE COMPANY :
- 2) ADDRESS :
- 3) CONTACT PHONE & FAX NO. :
- 4) E-MAIL ID :
- 5) NAME OF CONTACT PERSON :
- 6) CONSIGNEE ADDRESS :
- 7) NAME OF BANK :
- 8) NAME OF BR. WITH ADDRESS :
- 9) BANK A/C. NO. :
- 10) BANK IFSC CODE :
- 11) VAT NO. :
- 12) CST NO. :
- 13) PAN NO :
- 14) ECC No. :
- 15) EXCISE RANGE :
- 16) EXCISE DIVN :
- 17) EXCISE COMM. :

**Authorized Signatory
(With Name and Seal)**

TATA HITACHI, Kharagpur

GENERAL TERMS AND CONDITIONS OF SALES OF MACHINE / EQUIPMENT BY AUCTION

1. The general condition of the goods against all lots of the catalogue shall be treated as scrap, rejected, obsolete, and condemned unless otherwise specifically mentioned against the items or Lots. The Company shall not be liable for, or be bound in any manner for any representation or statements which are not contained in the general conditions of sale and / or catalogue or are contrary to or inconsistent therewith purported to be made by any officer of the Company.
2. Number, quantities or tonnage or nature of material given in the catalogue are mere approximations and the materials will be sold without any regard or consideration to these number / tonnage or nature of material and no warranty or guarantee shall be implied.
3. The intending bidders shall be allowed to inspect the goods advertised for sale prior to the Auction by arrangements through the department concerned of TATA Hitachi . Admission to Works will be by permit that will be issued on request. Name of firms and / or their representatives intending to visit the Works should be specified in application.
4. Goods will be sold on, as is where is basis. Bids will be deemed to have been made on the clear understanding that intending bidders have satisfied themselves fully in regards to the nature, condition, quantity, quality of goods upon inspection or otherwise. No error, omission or misstatement of mis description whatsoever and howsoever made or published whether in the catalogue or otherwise and no defects or faults in the goods shall annul the sale or be the subject of any claim on the part of the purchaser whether by way of compensation or otherwise howsoever nor will any such claim be entertained by the Company.
5. The Company shall be under no obligation to put the lots singly or serially or any other manner and the Company reserves the right at its discretion to withdraw any lot at any time during the Auction without assigning any reason thereof. The company may refuse to accept any bid from any person without assigning any reason for such refusal.
6. All lots will be sold to the highest bidder subject to the reserve price fixed by the Company.
7. Bidders bidding for the goods sold, shall be deemed to have taken into account and made due allowance for the cost of handling, loading or other expenses (including dismantling where permitted by the Company) for purpose of bidding for different lots of goods and their removal, and shall be entirely responsible for loading the goods by rail where so required. The Company will effect delivery of goods only at the site or at a convenient location.
8. No bid once made by the bidder can be withdrawn by him irrespective of whether the Company accepts it or not.
9. Demand Draft / Pay Order should be physically deposited to TATA Hitachi . Cash Office through the Sr Manager, Planning within the time stipulated.

Payment receiving counter at TATA Hitachi . operates from 8.30 AM to 11.30 AM and from 1.30 PM to 4.00 PM on all working days. Please present your payment well in advance to avoid last minute rush or refusal.

Entry of buyer or their representative into Scrap Yard / Works will be only for supervision of the work under taken by their workers or the agents engaged by them and for such other purpose as may be approved by the Company. Special Gate Pass will be issued by TATA Hitachi as per norms.
- The Authorization letter must be submitted by the purchaser authorizing his agent to take delivery. No person will be allowed to lift any material without submitting the said authorization complete in all respect.
10. The purchaser shall not be entitled to re sell any lot or part of a lot while the goods are still lying within the premises of the Company and no delivery would be affected by the Company to any person other than the purchaser whose names are mentioned in the delivery order. Change of buyer's name and address will not be allowed after finalization of sale.

11. From the time of sale, until removal, the goods shall remain in the premises of the Company at the risk of the purchaser
The goods / items being offered for sale by the Company, are owned by the Company, have been used by the Company and are no longer required by the Company.

12. Sale of goods / items by the Company is at site on an “as is where is basis”. The bidder / participant has to make his own arrangements, at his own cost, for inspection to value the goods / items being offered for sale. Once goods are sold, transport and handling to remove them from the site of sale, and insurance / registration as may be required by Law, would need to be arranged by the Selected Buyer as his own cost.

13. No representation or warranty: The Company makes no representation or warranty, directly or implied for the performance or condition of the goods / items being sold.

14. No liability: The Company shall not accept any liability direct, implied or consequential for the performance or condition of the goods being sold.

15. By participating in the bid / auction / sale event, the bidder / participant is inviting the Company to consider his Offer for the goods / items being offered. The Company is free to accept or reject the offer without assigning any reasons.

The Company shall decide the party whose Offer is accepted (the Selected Buyer) for executing sale within 30 days from the close of bidding / auction / sale event.

Restriction on liability for sale: Goods / items once sold will not be taken back by the Company. In the event of any dispute the liability of the Company is restricted to a refund of money paid by the Buyer to the Company. No interest shall be payable by the Company.

16 LIFTING TERMS :

16.1 After paying the purchase money as detailed elsewhere the purchaser will submit a written request to the Company for necessary entry permits for the purchaser’s labourer and technicians. Such request shall be in the format prescribed by the Company, available in the Scrap Yard. If purchaser intends to bring in any of his equipment to facilitate dismantling for removal of the goods, such equipment must be specifically mentioned in the written request. On receipt of a written request from the purchaser with all necessary particulars, the Company at its discretion may permit entry of purchasers, technicians, equipment etc. The purchaser shall be wholly liable for and shall duly make good any damage or loss to any property of the Company caused by the purchaser or any member of his staff or any agents, employees, clerk, workmen or servant. The Company shall not be held liable under any legislation relating to Factories or Workmen Compensation Act or otherwise for any breach of law or injury to the purchaser or any such person aforesaid, while working within TATA Hitachi premises.

16.2. Buyer MUST have their own assessment of various aspects of lifting requirements and only after organizing their capabilities on inspection of the lot give the bid. Company will not be responsible for their mis assessment or mistakes. Lifting will have to be completed within the period as per stipulation given in the sale letter.

16.3. Lifting of materials will be allowed on all working days of the Company in a week. The weekly working days being Monday to Friday except holidays specifically declared by the Company. Inspection / auction days will be given extra lifting period.

16.4. The Company reserves its right to permit the lifting of asset during the period of work suspension if any.

In case to case basis, for any lot, the capital Disposal Committee reserves its right to revisit any of the terms and conditions for revision, relaxation and /or alteration. Any such action from the Company will not set any precedence

17. It will always be taken that the price quoted by the bidder for any lot is exclusive of all the taxes and duties as applicable. The buyer will have to pay over and above the price accepted by the Company, the applicable taxes & duties as charged by the company for each transaction.

17.1 These are however, the max. time allowed and the Company may demand that the material be lifted at a rate faster than what has been indicated above.

17.2 Wherever crane is required for loading it will be the responsibility of the buyer to arrange crane and ensure that the material is lifted within the stipulated period as mentioned.

17.3 The period indicated is exclusive of holidays, and Sundays. No extra time will be allowed in any case.

17.4 In case purchaser requires any service or facility from the Company for dismantling, loading and removing the goods, the Company may without under any obligation provide the same on chargeable basis. The purchaser must deposit in advance with the Company such amount as may be required by the Company in this account. All expenses for such service will be recovered from the amount so deposited and surplus, if any, would be refunded to the purchaser. The amount so deposited will not carry any interest.

17.5 Transport Contractor for transportation from TATA Hitachi. Works may be screened by the Company.

17.6 If any material, not covered explicitly in the description of the lot, is found in any of the lots while effecting delivery, the same shall be treated as Company's property. The purchaser shall not lift from the lots any such pieces and shall have no claim to the same or ask for any compensation or account thereof. If it is detected at any time that the customer had loaded material for which he is not the purchaser, the Company will be within its rights to detain the truck, unload the material at the cost and expense of the customer and take such other and further action as may deemed fit and necessary for the purpose.

18 TAXES DUTIES, CERTIFICATES THERE OF ETC.:

18.1 All Sales Tax, Terminal tax, Excise duty and all other taxes, duties (impost) whether payable to the Central Government or the State Government or to the Municipal, Local or other authorities shall be deposited by the purchaser with the Company along with the purchase money as part of the purchase price as mentioned in Clause 27. Non-payment of any amount payable under this clause will have same effect as non- - payment of the purchase money and will result in ipso facto termination of the contract and forfeiture of the earnest money. If the liability, of such tax (imposts) and / or duty is in doubt, the Company will have the right to call upon the purchaser to make such provision as the Company may deem fit and proper to ensure the recovery of such taxes (imposts) and / or duty. If the tax (imposts) and / or duty is not recovered at the time of delivery / dispatch, the Company will have the right to call upon the purchaser, to pay such amounts as may be due. If the Company finds that it has omitted to charge or the Company becomes liable to pay higher charge as a result of decisions or announcements by the Government or any other competent authority, even after, the full value of the materials may have been desisted and lifting completed from the Company's works, the Company shall be free to call upon the purchaser to make good the amount short-recovered. Whenever such contingency arises, the Company shall be entitled to recover the amount of such tax (imposts) or duty from the purchaser or set off against any amount or amounts that might at any time become payable by the Company to the purchaser on account of what so ever.

18.2 Since the sale of items described against each lot gets concluded within the State of Jharkand, upon delivery of the goods, all the transactions would be liable to West Bengal Value Added Tax (JVAT) only. The only exception to this would be the sale of items regulated by the Pollution Control Regulations in which case, the buyer has to submit the specified certificate before lifting the materials. If in the specified certificate issued by the Pollution control authority, the address of the eligible buyer is specified as outside the Jharkand State and if the buyer would be eligible to buy such regulated items against issue of Form C declaration, the transaction would be treated as Inter-State sale, liable to CST rate against Form C declaration.

The billing against Form C declaration, charging the concessional rate of CST will be done by the Company only after the proper verification of the Central Sales Tax Registration Certificate of the buyer by the Company's Finance Cell. Since the legal requirement for the issue of Form C declaration is a post sale event, the Company shall withhold the amount equal to the differential tax and would refund to the buyer only after the receipt of valid and deficient-free Form C declaration. The company shall not entertain any claims for refund of taxes once levied and paid to the Government.

The present rates of Excise Duty and Sales Tax have been indicated against each Lot. Any change in these rates will be borne by the buyers.

In view of CST act amendment in Oct.'05 the "C" forms are now valid for one quarter only. Hence all buyers lifting material/assets in a particular quarter have to submit "C" forms for that quarter.

VAT

VAT has been imposed by West Bengal State Govt. with effect from 01.04.2006. All sale made to buyers within the state of West Bengal will attract Value Added Tax (VAT) at the rate as indicated against each lot in the catalogue. ALL buyers are requested to furnish their TIN nos.

19 TAX COLLECTION AT SOURCE (T C S)

Wherever required T C S and surcharge will be collected at applicable rate on material value at the time of payment of balance amount.

20 I. Clause on Safety requirements

Buyers would be required to follow all safety rules and regulations of the company. Requirements in this regard have been laid down in the following paragraphs and for any clarification buyers may contact Safety department at TATA Hitachi . Buyers will be allowed to start removal of material only when they have confirmed in writing that they would follow the specified guidelines. While on this it may be noted that as per provision of Factories Act / Rules, the company is required to submit reports to the Inspector of Factories for all accidents inside the works immediately.

Any violation of Safety norms by the buyers will attract penalty and the amount of penalty decided by the company will be final. Buyers must forthwith deposit this amount before continuing with any activity relating to particular lot including removal / lifting.

The buyer would be required to arrange 1.0 metre high barricading of the area occupied by lot proposed for sale and have to provide red flags / lights, as required around the barricaded area before working. The buyer would arrange to remove all inflammable materials from around the place of work. They would require to place two display boards at a visible location one reading as "Men at Work" and other indicating "Buyer Details " viz: the name of buyer, lot no., the sale letter no., important telephone nos. where the buyer or his agent / nominee can be contacted, name of the supervisor available at site and his phone no. The supervisor so named should be also available at the site at the time of any work. However, for lots being lifted from locations normally designated for such scrap accumulation / lifting, requirement of barricading and "Men at work" display board may not apply and display board for "Buyer Details" would be adequate.

All persons working at any site within TATA Hitachi must have medical certificate of fitness from a Registered Medical Practitioner which can be produced on call or at reasonable notice. The buyer should ensure that workmen engaged by him use PPEs (Personal Protective Equipment) appropriate for the nature of work. Identified list of PPE generally in use are safety helmet, safety shoes, goggles, hand gloves, apron, nose mask, sleeves as applicable.

On a daily basis on completion of work including lifting of materials / machines / equipments, the area must be thoroughly cleaned for proper house keeping and any pit, sump etc. either filled or open (for any such pits /sump etc to be allowed to remain open, prior permission would have to be obtained by the buyer from the safety group well in advance) should be barricaded if required as prescribed. For details in this regard, they may contact the Safety group at TATA Hitachi .

If the buyer requires any facility or resources to be provided by TATA Hitachi like power, water, compressed air, lifting machine, tools, tackles etc. they should seek prior permission from concerned agencies before such usage in writing.

Normally the buyers are permitted to arrange lifting or working between 9 am and 4.30 pm and for any working particularly in 'B' shift, the buyer has to arrange proper illumination without glare (equivalent to day light), hand lamp with proper earthing (plugged on socket), colour apron with illuminated tape and red light on barricades. For 'B' shift working, it should be ensured that same person who have worked in 'A' shift do not continue beyond eight hours duty.

There are special requirements for working at height (any work above 6 ft.), working in confined spaces, as well as working with application of heat. While details of requirement with regard to each type of work can be obtained from Safety Department at TATA Hitachi, the following should be taken up as broad guidelines :

Any working above 6 ft high will not be allowed after sunset. During such work, the workmen must use safety belt with double rope as lifeline, proper ladder with scaffolding. All persons working at height must have medical certificates of fitness for working at height by the Certifying Surgeon. All lifting machines, equipments, tools, tackles, chain sling, wire rope etc. must be certified by competent person.

For working in confined space like pit, sewer, tunnel, gas line, vessel, buyer would be required to make preliminary assessment for all possible dangers. This would include ascertaining the percentage presence of different gases at such confined place and arrange for air purging for presence of any poisonous or inflammable gases. If the percentage of oxygen is less than 19.5 % breathing apparatus would be required to be used. For any person going inside, a lifeline connected either with the safety belt or waist of the person must be held by another person standing outside the pit. The person standing outside the pit should keep constant vigil / watch on activities of the person inside. The confined space must be kept with constant flow of air preferably with compressed air / high pressure air line. The approach to the confined space should be isolated, barricaded with red flag / red light as applicable and mentioned earlier and buyer must ensure that there is no unauthorized entry. A written permission for entering the confined space may be obtained in advance from the Safety Group at TATA Hitachi.

For working with application of heat like oxy-cutting, the buyer would ensure use of cylinders certified fit for both DA / LPG and Oxygen with hoses in specified colours (Red for DA / LPG and Black / Green for oxygen) as well as back fire arrestors as required. This should be used mounted on a proper trolley. For any use of electrical welding equipment the buyer should ensure proper earthing thereof. The workmen in this area should use required PPEs like leather apron, gloves, hand sleeve, anklets, and leather legging etc., as required. For any guidelines in this regard they may contact the Safety Department at TATA Hitachi. Work of this nature may be taken up with prior permission with Fire Service and Safety Departments at TATA Hitachi before start of the job. The buyer has to also ensure availability of basic firefighting equipment like water, sand bucket, fire extinguisher etc.

g) For transportation the vehicle placed should be visibly in good condition with proper load body / front face / doors, tyres, head light, brakes, horns etc., preferably not more than 15 years old and should have a valid certificate of fitness, tax token, as well as vehicle insurance. Driver must have a valid driving license and both khalasi & driver should have proper eye check up certificate issued by Ophthalmologist. The truck at any point of time should not be over-loaded and should be properly stacked / loaded and tied with the body of the truck, preferably covered with tarpaulin. In case of any overhang during transport, the buyer may approach Security Department in TATA Hitachi for suitable instructions and escort, if required.

II. Clause on DOCUMENTATION REQUIRED AS PER ENVIRONMENT PROTECTION RULES

As per Environment Protection and allied enactment, rules and regulation articles included in this lot are classified as hazardous wastes and would be permitted for sale or auction by M/s. TATA Hitachi only to registered refiner or recycler, as the case may be, who undertakes to refine or recycle the waste within the period of validity of the certificate of registration. On commercial acceptance of offer, M/s. TATA Hitachi will issue sale letter and the buyer will be required to comply with all environment related documentation before due date for payment as indicated in the sale letter or such extended period of payment with penalty as indicated in the tender / auction terms and conditions. In the event of failure to comply with this requirement, buyer will be liable to forfeiture of earnest money. The principal requirements under the Environment Protection and allied enactment, rules and regulation have been indicated below for information, but it will be buyer's responsibility to ensure comprehensive compliance

Registration with the Central Pollution Control Board/ Ministry of Environment and Forests (if registered earlier and if such registration has not been cancelled or has not ceased to operate).

Consent from the concerned State Pollution Control Board regarding emission to air under Air (Prevention & Control of Pollution) Act.

Consent from the concerned State Pollution Control Board regarding discharge to water under Water (Prevention & Control of Pollution) Act.

Authorization for collection, reception, treatment, transport, storage and disposal of wastes issued from State Pollution Control Board and / or competent authority.

For buyers outside the state of West Bengal 'No Objection Certificate' from the concerned State Pollution Control Board under whose jurisdiction the recycler / refiner is located.

Original Pass Book issued by Central Pollution Control Board will have to be produced on the day of lifting for making necessary entry failing which delivery will not be given.

Purchaser are cautioned that attempt of misuse of Gate Pass, Challans authorizing delivery or any such documents will open them to serious penalties or such other action as may be open to the Company. The purchasers should therefore ensure that important documents relating to sale are in the custody of trustworthy and responsible persons.

21. The Company shall not be liable for non-performance of any contract either wholly or in part nor any delay in performance resulting from or due to any cause beyond the Company's control. Such causes will include fire, strike, go-slow, lock-out, closure, dispute with workmen, uncertain and unstable labour situation, war, riot, civil commotion, pestilence, epidemic, flood, accident, damage or accident to machinery, shortage of wagons, shortage of any raw materials, shortage of labour, Govt. or Railway restrictions, Acts/demands or requirements of the Government. The causes will also include direct or indirect consequences of the aforesaid causes. The existence of such causes or consequences shall operate till the time it is necessary to enable the Company to effect performance after the cause of delay have ceased to exist. The Company shall be entitled to give notice to purchaser and cancel any contract, the performance of which is likely to be delayed by any of the causes aforesaid. In such cases the purchasers shall have no claim upon the Company of any kind. The provisions of this paragraph shall not be limited. or abrogated by any other terms of the contract whether printed or written nor will the provisions of this clause abrogate or limit the effect of any other case mentioned in this catalogue.

22. Any dispute relating to the Auction shall be decided by the Company's representative at the time of the Auction duly authorized to take such decisions on behalf of the Company. The decisions so taken shall be final binding on all persons.

23 All complaints of whatsoever nature should be referred to the AGM (Planning), TATA Hitachi, Kharagpur immediately by the parties concerned. However, no query / request / clarification/ complaints will be entertained after 10 calendar days in case of arranged lots / assets lots and 90 days in case of arising lot from the last date of lifting mentioned

24 Any dispute arising out of any contract shall be decided in Kolkata, West Bengal by the Courts in Kolkata and by no other Courts. The Courts in Kolkata shall have exclusive jurisdiction to adjudicate upon any such dispute. However, the buyer going for legal proceeding against TATA Hitachi with their firm will not be allowed to participate in the future event of TATA Hitachi till the case is settled. Also, the existing active lots of the buyer/firm will be dealt as per terms and condition of catalogue as applicable.

25 Company reserves the right to cancel the sale at any point up to the actual delivery of material without assigning any reason whatsoever.

26 Capital items (surplus/obsolete) will be delivered generally from the surplus machinery stores only, irrespective of place of inspection or from any other site as decided by the Company.

27 Photography inside the TATA Hitachi Works is strictly prohibited. Any person found to be taking photographs, during inspection or otherwise, will be debarred from taking any further part in the inspection as well as in the Auction.

28 Selected H1 buyers after lot confirmation need to be registered with TATA Hitachi as customer. For which PAN no. , Address proof, TIN no. etc required to be submitted as demanded by concerned department person.

29. On case to case basis, for any lot, the Scrap Disposal Committee reserves its right to revisit any of the terms and conditions for revision, relaxation and /or alteration. Any such action from the Company will not set any precedence

30. Any clarification required for any lot or Tax/ED should be asked during the inspection days only. No clarification or enquiry will be entertained at later stage.

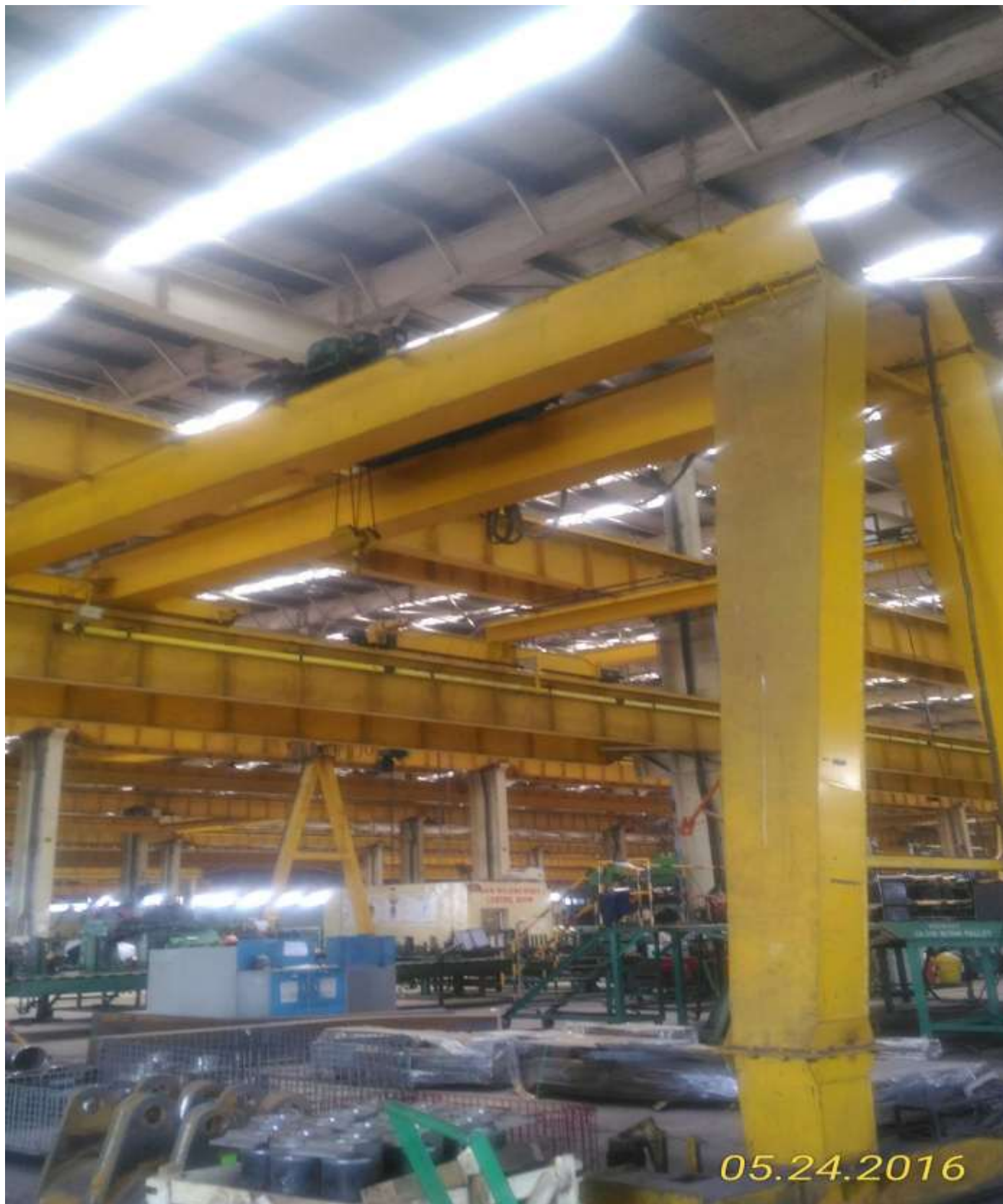
31. Tax invoices would only be issued to those buyers who are registered under the West Bengal Value Added Tax Act, 2005. All buyers who are registered under the JVAT Act, 2005 should submit self certified copy of the JVAT registration certificate (i.e. copy of Form 106 issued by the sales tax department) at the time of initial deposit of Lot money, failing which retail invoices would be issued to the buyers. The company shall issue declaration in JVAT 404 after the end of each financial year on the basis of Tax Invoices issued to the buyers. TATA Hitachi will not entertain any query if buyer fails in complying with the above requirements”.

32. In case any buyer or his representative is caught indulging in theft/dishonesty/misappropriation, the total money deposited by the buyer against the lot will be forfeited and no representation shall be entertained against the forfeiture and suitable disciplinary action may be initiated as deemed fit and proper.”

Photographs of the material:

The pictures shown below are indicative in nature. Customers are advised to inspect the material & satisfy themselves before participating in the online auction. No complaints regarding material quality, quantity etc. will be accepted after the conduct of the auction.





05.24.2016