

Rate Contract Tender Sale - By Welcome Auctioneers

For the Period of 3 months from 01-04-2024 to 30-06-2024

Tender No.ZFRANE/SP/23-24/RC4 due on 21-03-2024 by 2 p.m.

Under Instructions from and At

**At M/s ZF Rane Automotive India Pvt. Ltd., 48th km Stone,
G.S.T Road, Singaperumal Koil-603 204**

1. **Inspection:-** 21-03-2024 from 9.30 a.m. to 1.30 p.m. at ZF Rane Automotive India Pvt. Ltd., 48th KM Stone, GST Road, Singaperumal Koil-603 204.
2. **Tender Deposit:-** Rs.2,00,000/- or EMD amount of quoted lot whichever is lesser by Cash (at O/o the **Welcome Auctioneers**, Chennai) or Demand Draft (favouring **Welcome Auctioneers**, Chennai) or Fund Transfer (IMPS / NEFT / RTGS to **Welcome Auctioneers**, A/c # 1037376791, IFSC # CBIN0280884, Central Bank of India, Triplicane Branch, Chennai).
3. **Payment & Clearance:-** As per the frequency of Clearance or As per the requirements of the Company.

Lot #	Description of Item & HSN Code	Appox. Qty for 3 Months	Freq- uency of Clearance	GST% & TCS%	EMD (Rs.)	Offer (in Rs.)
1	MS Scrap (in all types) - (72043000)	8000 Kgs	Once in 15 Days	18% & 1%	28000	_____ Kg
2	MS with Plastic (in all types) - (72043000) (See Clause # 7)	3000 Kgs	Once in 15 Days	18% & 1%	10000	_____ Kg
3	Aluminium Scrap with / without MS attachments - (76020090) (See Clause # 7 & 8)	1500 Kgs	Once in a Month	18% & 1%	24000	_____ Kg
4	Waste Webblings (Belt Cutbits) (59100090) (assorted sizes)	5000 Kgs	Once in a Month	12% & 1%	22000	_____ Kg
5	Waste Carton Scrap (in all types) - (47079000)	90000 Kgs	Once in 3 Days	5% & 1%	100000	_____ Kg
6	Waste Plastic scrap (in all types) - (39153090)	6000 Kgs	Once in 15 Days	18% & 1%	24000	_____ Kg
7	Wooden scrap (in all types) (including the small bits & pieces leftover after company's re-work) - (44013900)	30000 Kgs	Once in 10 Days	5% & 1%	35000	_____ Kg
8	Waste Garbage Rubbish consisting of waste polythene covers, paper, etc including bits & pieces & other rubbish materials without carton, ferrous & non-ferrous components, objects and containers - (39153090) (See Clause # 12)	Actual Arising	Once in 3 Days	18% & 1%	25000	_____ Lot for 3 Months

TERMS AND CONDITIONS

1. **M/s ZF Rane Automotive India Pvt. Ltd., 48th KM Stone, GST Road, Singaperumal Koil-603 204** (also referred to as "**The Company**") and **M/s Welcome Auctioneers, # 301 (Old # 135) Pycrofts Road, Royapettah, Chennai-600 014** (also referred to as "**The Auctioneer**") reserves the right to accept or reject a offer / tender without assigning any reason or award parallel contract for lots to more than one party.
2. The Equipments / Machines / Materials are sold in '**As is where is**' condition and as where they lie. The whole of the goods shall be taken from the site of accumulation with all faults and errors in description or otherwise. Quantities, qualities, sizes, measurements, number and weights as stated in the catalogue / tender document are approximate and no warrantee or guarantee shall be implied. The tenderers should inspect the equipments / machines / materials before tendering, since no complaint regarding the quality,

description, quantity, etc. will be entertained once the tender is submitted. No complaint will be entertained and no reliance must be placed on any description. The sale is strictly on the assumption that tenderers have inspected the equipments / machines / materials and know what they are buying whether they have first inspected them or not and the **“Principle of Caveat Emptor”** will apply. The quantity declared is only approximate. The entire quantity should be lifted from the site of accumulation. No segregation will be allowed

3. Parties who are having valid **GSTIN # / PAN #** are only eligible to participate in the tender. The purchaser should quote his **GSTIN # / PAN #** in the tender form and invoices will be raised by **the Company** only in the name given in the tender form. **Tenders without GSTIN # / PAN # will not be entertained under any circumstances. Under no circumstances will requests for raising invoice in favour of parties other than the tenderer be considered.**
4. **The Product / Finished Goods Scrap:-** The materials should be Damaged / Defaced / Mutilated / Gascut by the purchaser at his own cost before taking delivery. Scrap Parts to be recycled and cannot be sold or reused directly into the market. Any Violation will be informed immediately, cancellation of contract and also necessary action will be initiated.
5. **The Hazardous Waste such as Aluminium, Plastic, Empty Containers, Used Lubricating Oil / Coolant Water, E Waste & Batteries:-** Tenderers who are Authorised Re-cyclers certified by Central / State Pollution Control Board, holding valid Form II Authorisation, Consent Order for Air & Water Pollution & Passbook, alone will be allowed to purchase the scrap. Copies of valid certificates should be enclosed along with the tender.
6. **should be accompanied by a Tender Deposit mentioned above. The Previous Tender Deposit / EMD lying at the Company will not be adjusted towards this Tender Deposit. Tenders without Tender Deposit will not be considered under any circumstances.**
7. The prospective tenderers should submit their tenders only in the prescribed tender form, which can be downloaded from our Website (www.welcomeauctioneers.com) / available at the time of inspection. **Offers should be on Kg / No / Lot / Load basis as indicated against each lot, exclusive of GST / TCS.** The rates of GST & TCS are indicative in nature, as applicable at the time of delivery shall be payable extra. If there is any changes in the rates of GST & TCS, after presentation of budget, will be applicable and payable extra. No offers can be withdrawn once it is submitted.
8. **The highest offers will be taken subject to approval of the management. The decision of management (accepted / rejected) will be given within a week from the date of opening of tenders.**
9. **The successful tenderer should within 2 days from the date of acceptance of the offer, deposit a sum mentioned against each lot as Earnest Money Deposit. EMD will be treated as Security Deposit and will be refunded after completion of contract period to the entire satisfaction of the company. EMD amount will not be adjusted towards scrap clearance, under any circumstances. This amount will bear No Interest.**
10. **Failure on the part of the tenderer to pay the EMD (Earnest Money Deposit) stated in Clause No.9 above will result in the forfeiture of the Tender Deposit, cancellation of the sale and blacklisting the tenderer from future sales and the Company will be at liberty to conclude the sale with another party.**
11. **Once the lots were allotted, under no circumstances, the rates of the materials will be revised, irrespective of market price fluctuations. If the purchasers fails to pay for and clear the scrap materials as per the allotted rates, steps will be taken to cancel the contract, forfeiting the EMD, blacklisting the firm / company from future participation and also to re-sell the materials at their risk & expenses.**
12. Quantities mentioned in the Tender Form are approximate, actual arising irrespective of quantities mentioned in the tender form should be cleared **as per the frequency of clearance / requirements of the company.** The purchasers should be constantly being in contact with the Company / Auctioneers and pay for and clear the scrap materials allotted to them. **By end of every month (29th), the entire scrap should be NIL.** Amendments, if any, to the clearance schedule will be notified to them as per the requirements of the Company. House keeping to be ensured after clearing all the scrap materials.
13. The purchaser will be intimated as and when they are required to clear the materials by **the Company / Auctioneers.** The purchaser shall within 2 days from the date of the intimation arrange to pay for by way of Fund Transfer by IMPS / NEFT / RTGS (one day before the clearance or on the date of clearance before 1 p.m.) to the **Company Bank Account** and lots cleared off. **In case of failure to pay for and clear the scrap will result in payment of ground rent @ Rs.1,000/- per day of default without prejudice to the Company's right to forfeiture of the Earnest Money Deposit, payment of ground rent by the purchaser, cancellation of the sale etc.**
14. The successful tenderer should fix the date of delivery of equipments / machines / materials with **the Company** one day in advance.

15. Regarding Weighment the decision of the company will be final and binding on all the purchasers. Scrap loading will be allowed only between 9 a.m. to 4 p.m. on all working days and will not be allowed strictly on Sunday's and Public / Company Holiday's. Vehicle will not be permitted to halt in the company premises under any circumstances.
16. The scrap materials have to be removed at the purchaser's cost. Transport facility, Crane facility and Manpower for loading the scrap materials into the Truck / Vehicle will not be provided by the Company.
17. The purchaser should strictly comply with ESI & PF / Workmen Compensation Insurance procedure for their labourers. Purchaser's vehicle coming for loading should have valid (Pollution under Control) Emission Certificate, Load Permit & Tarpaulin. Vehicle Driver's should have valid Driving License. Purchaser's or their representatives, Lorry Driver's and Labourers should wear proper Safety Shoes while coming into the Company. Persons without Shoes will not be allowed inside the Company.
18. Purchaser's workmen and transport shall observe the rules and regulations of the Company in regard to entry or exit from the Company, safety, etc., The Company will not be liable for any accident or injury to any of the purchaser's workmen or transport while in the Company premises. The purchaser will be held liable for damages or loss caused to the Company's building, property, materials or men by the purchasers' workmen's or transport whether directly or indirectly.
19. Scrap materials shall be deemed to be sold by **the Company** and purchased by the purchaser under the contract once they have been billed by **the Company**, once sold to the purchaser under this contract, if not removed at once shall be lying in **the Company's** premises at the risk of the purchaser & the Company shall not be liable for any damage or loss by fire, floods, weather or theft etc.
20. Failure on the part of the purchaser to pay for and remove the materials as stated in Clause Nos.12 & 13 above will result in the forfeiture of the Earnest Money Deposit, cancellation of the sale. In case of unauthorised removal under Clause No.21 below will result in the forfeiture of the Earnest Money Deposit and the amounts paid by them, cancellation of the sale and blacklisting the purchaser participating from future sales and the Company may dispose of the materials to the next party or in any manner they may choose to. The purchaser will be liable for the loss, if any, incurred from such resale. Whereas they shall not be entitled to profits, if any from such re-sale.
21. The contract is liable to be terminated without notice in the event of any purchaser or their workman removing or attempting to remove any other scrap materials not covered by the contract or removing or attempting to remove any materials covered by the contract in excess of the quantity billed for, any malpractice / malfunction in weighment and also resorting to bribing.
22. Once the scrap is sold and billed, the purchaser is the sole responsible person for the untoward incidences happened outside the company.
23. The decision of **the Company** will be final and binding in all matters. Any disputes, doubts differences or claims arising out of or in relation to this tender (excepting matters where the decision of **the Company**, is final) shall be referred to a sole arbitrator appointed by **the Company**. The venue of arbitration shall be "**Chennai City**" in Chennai City shall have exclusive jurisdiction.
24. You may contact the Auctioneer or the Company for other "Terms & Conditions" if any.

We submit our offer(s) subject to the "Terms and Conditions" detailed above, which we have carefully read & agreed. Tender Deposit of Rs. _____ by Cash (Receipt No. _____) or Demand Draft (No. _____ dated _____) or IMPS / NEFT / RTGS (Ref # _____)

Firm / Company Name:		Representative Name:	
Address			
GSTIN #		PAN #	
Telephone/ Mobile / Fax #		Email ID	
Signature of Tenderer:			