**Auction Ref: DIS/IA-48/25-26 Date of issue: 17.09.2025**

UNDER INSTRUCTIONS FROM

**TATA CUMMINS PRIVATE LTD.,**

**JAMSHEDPUR - 831004**

**M/s. ARDESHIR & COMPANY**

28, BLACK BURN LANE, 6TH FLOOR,KOLKATA - 700012

TEL. / FAX NO. 2237-1381

**Website: www.ahbilimoria.com**

### WILL SELL BY INTERNET AUCTION

**ON FRIDAY THE 19th September, 2025**

**COMMENCING AT 02:30 PM**

**For Disposal of Scrap for Arranged lot etc. For details see within.**

**Inspection on:** Interested bidders may inspect materials on **Thursday 18th September, 2025** from 11.00 AM at Tata Cummins Pvt. Ltd., Jamshedpur, Interested customers should reach at the main gate at 10.30 a.m.

**IMPORTANT NOTE**:

1. **Participation in internet auction:**

Only such parties will be allowed in the internet auction who have **registered online** and deposited the **Lot wise Caution Money (as mentioned in the list of materials) in favour of “TATA CUMMINS PRIVATE LTD” through DD & PO only. Payment of Lot wise Caution Money deposit through NEFT or RTGS are not acceptable.** Parties should also possess valid Trade License. **Last date of Caution Money deposit: 19.09.2025 upto 02PM at A. H. BILIMORIA & CO, Meghdeep Building, Room no. 5, 2nd Floor, Q Road, Bistupur, Jamshedpur – 831001 or at ARDESHIR& COMPANY, 28, Black Burn Lane, 6th Floor,Kolkata – 700012 by DD / PO only payable at Jamshedpur.**

1. **MODE OF BALANCE PAYMENT:**

**DD or PO is the only mode of payment**

1. **For Lifting Coordination Contact Persons Mr. Shivdas Mandal: 90310 56364.**
2. **Acceptance / Rejection shall be finalised for Scrap items within 21(Twenty-one) working days excluding Saturdays, Sundays and holidays from the date of auction.**

**BIDDERS ARE EXPECTED TO READ AND CLEARLY UNDERSTAND ALL TERMS AND CONDITIONS BEFORE BIDDING**

#### Auction Ref. DIS/IA-48/25-26 of 17.09.2025

#### CUSTOMER DETAILS

Name of the firm : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Code

Name of Contact Person : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Login name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail ID : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot No : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DD / PO No and Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Issuing Bank : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Land Line / Mobile : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PAN No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TIN / CST No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Proprietor /

Authorised Signatory

with office seal : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If you are new buyer not having buyer code, you are requested to attach PAN No, CST registration certificate along with this form.

(Please note the above signature has to match with that of the person signing the Authorisation Form)

**TATA CUMMINS PRIVATE LTD. Jamshedpur E-Auction Ref.**

#### Auction Ref. DIS/IA-48/25-26 of 17.09.2025

#### DETAILS OF EARNEST MONEY DEPOSIT

Lot No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ @ Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per MT/Lot/No

EMD Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DD / PONo.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dt.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DECLARATION BY THE BIDDER: I / We have understood all General Terms & Conditions given in the auction catalogue which are acceptable to the undersigned. In acceptance of your terms and conditions the required earnest money is submitted herewith duly signed by me / us.

Telephone No. Signature of the Bidder

Full Name of Bidder

with Address & Office Seal.

Date:

**TATA CUMMINS PRIVATE LTD. Jamshedpur E-Auction Ref.**

#### Auction Ref. DIS/IA-48/25-26 of 17.09.2025

**DETAILS OF EARNEST MONEY DEPOSIT**

**Conducted by M/s. ARDESHIR & COMPANY**

Lot No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ @ Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per MT/Lot/No

EMD Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DD / PO No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dt.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DECLARATION BY THE BIDDER: I / We have understood all General Terms & Conditions given in the auction catalogue which are acceptable to the undersigned. In acceptance of your terms and conditions the required earnest money is submitted herewith duly signed by me / us.

Telephone No. Signature of the Bidder

Full Name of Bidder

Date: with Address & Office Seal.

**PROFORMA FOR AUTHORISATION**

**To,**

**Senior Manager - Administration**

**M/s TATA CUMMINS PRIVATE LTD.,**

**Jamshedpur - 831004**

**Sub :Authorisation for lifting material against Lot No.**

Dear Sir,

Reference your Sale Letter No.......................................................... dated..................... We hereby authorise Mr.................................................................... S/O ......................... to lift material on our behalf. The balance money as per stipulation in the Auction Catalogue has been paid by us vide CR No............................... dated............................. Our representative will represent us as legal agent and shall be responsible in all manners. He will arrange lifting as per the terms of catalogue and programme given to him from time to time.

We agree to follow safety rules and plant regulations.

Signature of our representative is certified below:

Photograph of

Authorized

representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the representative

Thanking you.

Yours faithfully,

(Buyer’s Signature and stamp)

**Note:**

This document in original on Buyer’s letter head duly filled in for every lot to be presented at Scrap Yard to lift material duly signed by the same person who has signed on the caution money deposit form.

##### SPECIAL TERMS AND CONDITIONS FOR SALE BY INTERNET AUCTION

##### FOR SCRAP/ EQUIPMENT

1. The Purchasers willing to participate in the auction will have to register themselves through the registration form available online at auctioneer’s website **www.ahbilimoria.com.**
2. The above mentioned process of registration should be completed prior to deposit of the caution money
3. After filling the registration form Purchasers will have to deposit caution money by way of Demand Draft (DD)/ Pay Order (PO) drawn in favour of TATA CUMMINS PRIVATE LTD. only payable at Jamshedpur latest by **19-09-2025 within 02PM** along with duly filled up Online Registration Form. The DD/ PO shall be deposited in the office of A. H. BILIMORIA & CO. **The caution money will be adjusted towards the earnest money for successful bidder, for remaining participants caution money will be refunded forth with. The participating Purchaser is requested to submit separate caution money draft for each lot. Cheques will not be accepted.**
4. After receipt of caution money the auctioneer will activate the user id of such Purchasers so that they can participate in the bidding process.
5. After close of bidding for a lot or a group of lots indication will be given on the screen regarding firm sale / STA sale / rejection. Earnest money will be deposited for each lot by way of ONLINE TRANSFER THROUGH RTGS/NEFT. Demand Drafts and Cheques will not be accepted.
6. The entire auction catalogue with terms and conditions, start time/date end time/date will be displayed on the website mentioned in clause 1. All participants are bound by these terms and conditions. Every bidder is under obligation to buy the material at the price entered into the bidding document in case the materials are offered to him at that price.
7. Caution money will be forfeited if any bidder fails to deposit earnest money on the specified date for lots offered on STA sale basis. Partial earnest money payment either against a single lot or a group of lots will not exempt a bidder from such forfeiture of caution money.
8. It will be the responsibility of the bidder to ensure internet connectivity during the auction proceedings and any loss thereof due to any reason whatsoever including power failure, line connectivity etc. will be to bidders risk. The event conducted by the auctioneer on behalf of TATA CUMMINS PRIVATE LTD will not be deemed to be defective by any or more of the bidders. No complaints will be entertained by the auctioneer or TATA CUMMINS PRIVATE LTD in this regard.
9. Price to be quoted is basic (Excluding Taxes & duties).

**GENERAL TERMS AND CONDITIONS BY INTERNET AUCTION**

**FOR SALE OF SCRAP**

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. Tata Cummins Private Limited 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 Tata Cummins Private Limited.
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 Cummins Private Limited. 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 and ‘no complaint’ 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 Tata Cummins Private Limited.
5. Tata Cummins Private Limited shall be under no obligation to put the lots singly or serially or any other manner and Tata Cummins Private Limited reserves the right at its discretion to withdraw any lot at any time during the Auction without assigning any reason thereof. Tata Cummins Private Limited 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 Tata Cummins Private Limited. In the event of dispute between two or more bidders, the lot in question may be put again in the end and an undisputed bid is obtained for it.
7. Bidders bidding for the goods sold, shall be deemed to have taken into account and made due allowance for the cost of handling (including separating the scrap materials into convenient lots, if permitted by Tata Cummins Private Limited) loading or other expenses (including dismantling where permitted by Tata Cummins Private Limited) 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. Tata Cummins Private Limited will effect delivery of goods only at the site or at a convenient location, which will benefit at the time of sale.
8. No bid once made by the bidder can be withdrawn by him irrespective of whether Tata Cummins Private Limited accepts it or not.
   1. Demand Draft (DD)/ Pay Order (PO) should be physically deposited to Tata Cummins Private Limited, Address through Designation of Contact Person within the time stipulated. Payment receiving counter at Tata Cummins Private Limited operates from Please insert time excluding lunch break hrs. on all working days except Saturdays when it is from Timelines only. Please present your payment well in advance to avoid last minute rush or refusal Penalty imposed will be based on cost of material (excluding taxes, duties and loading charges).
   2. Entry of Purchaser 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 Tata Cummins Private Limited. Special Gate Pass will be issued by Tata Cummins Private Limited as per norms.
   3. At the time of obtaining delivery of any goods, the Purchaser shall not be entitled to pick and choose any particular item or items from the lots sold to the Purchaser. The Purchaser will have to operate the lot from one side of the heap until the entire quantity is lifted.
   4. 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.
9. Where material is sold on arising basis, the arising is only an index for the amount of deposit which is required to be made by the Purchaser. But as the paramount interest of Tata Cummins Private Limited is to get the area cleared of all accumulated scrap, the Purchaser will have to remove the entire arising even though such actual arising may go far beyond the limit of the approximation indicated.
10. During the course of auction, representative of Tata Cummins Private Limited supervising the auction will have the authority to amend quantity of any lot and the requirements of earnest money deposits, as well as allow re-bidding of the lots remaining unsold in the same auction.
11. If any person bids at the auction on behalf of an undisclosed principal, he will immediately after the bid and at the time of payment of the security money and/or earnest money disclose the name of his principal who is the actual Purchasers and the receipt of the security money and/or earnest money would be issued in the name of the principal only.
12. 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 Tata Cummins Private Limited and no delivery would be affected by Tata Cummins Private Limited to any person other than the Purchaser whose names are mentioned in the delivery order. Change of Purchaser’s name and address will not be allowed after finalization of sale.
13. From the time of sale, until removal, the goods shall remain in the premises of Tata Cummins Private Limited at the risk of the Purchaser.
14. **EARNEST MONEY: Payment by Purchasers :**
    1. Earnest Money to be deposited immediately after Lot Confirmation.
    2. Earnest money shall be calculated on the base value only excluding taxes. Taxes as detailed in Clause 18 are payable over and above the bid value as applicable.
    3. For the computation of full value of Earnest Money the ground stock or a month arising which ever is higher will be taken into account.
    4. In the event the bidder failing to deposit earnest money for the lots offered on STA sale basis the full amount of caution money will be forfeited.
    5. Not with standing any thing contained in this brochure elsewhere earnest money shall be held by Tata Cummins Private Limited as security deposit for the due fulfillment of the terms and conditions of sale and forfeited in the event of default.
    6. Earnest Money will be refunded immediately after lifting, completion/ Site clearance and issue of lot clearance certificate.
    7. EMD will be 20 % of the bid value of Monthly Quantity.
    8. The earnest money is eligible for adjusting with any dues to TCPL.
    9. The earnest money will bear no interest. Bid without adequate EMD will not be considered
15. **SECURITY MONEY :**
    1. Tata Cummins Private Limited may at its entire discretion at the time of Auction call for a separate security money not exceeding 20% of the price of each lot. The Purchaser should be prepared to deposit such amount as security money as soon as the same is called for by Tata Cummins Private Limited. This amount will bear no interest. The security money will be refunded to the Purchaser after successful lifting of the lot.
    2. This security money will be appropriated towards any financial or other loss or damage which may be suffered by Tata Cummins Private Limited through acts of omission by the Purchaser or his agents or representatives for non- compliance of the safety rules.
    3. Subject to sub Clause 15.2 and not withstanding anything contained in this brochure elsewhere the said security money shall be held by Tata Cummins Private Limited as security deposit for the due fulfillment of the terms and conditions of the sale in respect of the removal of the goods sold to the Purchaser from the site of Tata Cummins Private Limited. In case of any default and/or failure on the part of the Purchaser to remove the goods sold from site of Tata Cummins Private Limited within the allowed time the security money remaining in the hands of Tata Cummins Private Limited either wholly or partly be forfeited by Tata Cummins Private Limited and Tata Cummins Private Limited shall not be bound to give any notice to Purchaser of such forfeiture.
16. **PAYMENT TERMS :**
    1. Amount, period, and Penalty: Subject to the provision of Clause 15 & 16 hereof, the balance purchase money plus taxes must be deposited by the Purchaser with Tata Cummins Private Limited as per instruction given below :

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type of Lots** | **Type of**  **Sale** | **Payment period**  **without penalty** | **Penalty period** | **Penalty**  **Rate** |
| A) Small lot i.e., up to value of Rs. 10 Lac (Scrap and obsolete items) | STA | Within 7 (Seven) working days from the date of Sale Letter | 14(Fourteen) working days from last date of payment | 5% of the default amount for the period of first seven working days and 10 % of such amount for the next period of seven working days. |
| B) Big lot i.e., over value of Rs. 10 Lac (Scrap and obsolete items) | STA | Within 7 (Seven) working days from the date of sale letter for 1st installment and within 14 working days from the date of sale letter for 2nd installment. | 14 (Fourteen) working days from last date of payment for 1st installment and 14 (Fourteen) working days from the last date of payment for 2nd installment. | 5% of the default amount for the period of first seven working days and 10 % of such amount for the next period of seven working days. |

* 1. In default of such deposit within the allowed period, the contract of sale between the Purchaser and Tata Cummins Private Limited shall ipso facto be terminated and the earnest money deposited by the Purchaser shall stand forfeited by Tata Cummins Private Limited. Tata Cummins Private Limited shall not be bound to give any notice to the Purchaser of the cancellation of the contract or of the forfeiture of the earnest money.

After such payment of the purchase money including all taxes and duty the Purchaser will be entitled to remove the goods from the site of Tata Cummins Private Limited as per the schedule and delivery order given by Designation of the Contact Person, or his representative.

* 1. If the last date of payment falls on any off day declared by Tata Cummins Private Limited, the payments will be accepted on following working day.
  2. Not with standing anything to the contrary contained in various clauses Tata Cummins Private Limited may based on the application of the Purchaser annul the forfeiture and permit the Purchaser to pay the purchase money with such additional amount and within such period and on such terms and conditions as Tata Cummins Private Limited may in its absolute discretion think fit.

1. **LIFTING TERMS** :

Quantity mentioned is estimated and lifting will be based on actual quantity available.

Lifting should commence immediately after EMD deposit. Based on the daily schedule, purchaser shall pay an amount equal to or more than the estimated lifting value. Upon payment of the above amount, lifting would be allowed.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Lot No** | **Item** | **Description** | **Total Stock** | **UoM** | **GST (%)** | **Type** | **Lifting** | **Vehicle Type** | **Caution Money** |
| TCQ425A021 | 9801030002 | Scrap Block and Head Casting (Stock+Arising) | **90,000** | Kgs. | 18.00 | Arising | As And When required | 407/10 wheel base/6 Wheel Base | 220,000 |

* 1. After paying the purchase money as detailed elsewhere the Purchaser will submit a written request to Tata Cummins Private Limited for necessary entry permits for the Purchaser’s labourers and technicians. Such request shall be in the format prescribed by Tata Cummins Private Limited, 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, Tata Cummins Private Limited 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 Tata Cummins Private Limited caused by the Purchaser or any member of his staff or any agents, employees, clerk, workmen or servant. Tata Cummins Private Limited 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 the premises of Tata Cummins Private Limited.
  2. Purchaser 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. Tata Cummins Private Limited 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. The general norms used shall be as per following details. This is only to give an idea for the bidding.
     1. For metal, electrical, tools and misc. scrap maximum time allowed will be:
  3. Small lots i.e. up to 50 MT; within 7 (Seven) working days from the last date of making payment.
  4. Big lots i.e. over 50 MT @ 8 MT per day: 5 (Five) working days in a week from the last date of 1st. Installment payment.
     1. For wood maximum time allowed @ 3 MT per day: 6 (Six) working days in a week from the last date of first payment.
     2. For sheet metal which is light and voluminous maximum time allowed @ 3 MT per day from the last day of payment.
     3. For structural items maximum time allowed @ 4 MT per day per truck from the last day of payment.
     4. For hoop iron maximum time allowed @ 1 MT per day from the last date of payment.
     5. Delivery Hrs. 8.00 AM to 4.30 PM from Monday to Friday. No delivery on off days.

These are however, the maximum time allowed and Tata Cummins Private Limited may demand that the material be lifted at a rate faster than what has been indicated above

* 1. Up to 95% lifting forfeiture of 40 % value of balance quantity and 5% security money (wherever collected) shall take place. For above 95% lifting, no forfeiture shall take place.
  2. If a Purchaser fails to lift the material within stipulated period as per sale letter, ground rent @ 5 % of the value of the material lifted during first 7 (Seven) working days and 10% of the value of the material lifted during next 7 (Seven) working days from the last date of lifting.
  3. Wherever crane is required for loading it will be the responsibility of the Purchaser to arrange crane and ensure that the material is lifted within the stipulated period as mentioned in sale letter.
  4. No lifting will be allowed on the Saturdays unless specifically cleared by the Designation of Contact Person.
  5. The period indicated is exclusive of holidays as declared by Tata Cummins Private Limited, Saturdays and Sundays. No extra time will be allowed in any case. However, unscheduled off /Inspection/ Auction days will be given extra for lifting period.
  6. Lots sold must be cleared within the stipulated period to the extent of material available, partial lifting will not be permitted. If material is scattered and needs to be collected, it will be the responsibility of the Purchaser to get all such material collected and loaded into its vehicles under its own arrangement.
  7. If for any reasons ,beyond the control of the company all the materials offered through the online auction process or part thereof cannot be delivered, the liability of the company will be limited only to the extent of refund of the proportionate amount paid by the Customer as applicable for the quantity not delivered
  8. **Shortage of goods** -Where goods are sold in lots and not in number or units, any reference to the quantity, quality size, measurement number and weight in the notice or other documents shall not be a point of dispute and the purchaser shall have no claim against the Management for refund of whole or any part of the purchaser's money or for loss of profit of interest, damage or otherwise. Where materials are sold by weight or number or any other UOM, the purchaser fails to obtain delivery of the whole or a portion of the goods sold, he shall be entitled to make a claim for the proportionate refund of the sale value of the undelivered quantity. He shall not be entitled to claim any damages, loss of profit, interest or compensation on any other account due to such short delivery.
  9. In the event of default and/or failure on the part of the Purchaser to remove the goods after payment of the entire purchase money within the stipulated time mentioned, Tata Cummins Private Limited, as the Agent of the Purchaser will be entitled to sell the goods by Public Auction at such prices as Tata Cummins Private Limited may in its absolute discretion think fit. The sale proceeds thereof will be credited to the account of the Purchaser for any claim for sale of the goods at a lower price than the market price and in this respect the Purchaser shall be deemed to have appointed Tata Cummins Private Limited as its agent, for sale of the goods by public Auction.
  10. Transport Contractor for transportation from Tata Cummins Private Limited Works may be screened by Tata Cummins Private Limited.
  11. 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 the property of Tata Cummins Private Limited. 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, Tata Cummins Private Limited will be within its rights to detain the truck, unload the material at the cost and expense of the customer Purchaserand take such other and further action as may deemed fit and necessary for the purpose.

1. **TAXES DUTIES, CERTIFICATES THERE OF ETC.** :
   1. All 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 Tata Cummins Private Limited along with the purchase money as part of the purchase price as mentioned in this document. 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, Tata Cummins Private Limited will have the right to call upon the Purchaser to make such provision as Tata Cummins Private Limited 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, Tata Cummins Private Limited will have the right to call upon the Purchaser, to pay such amounts as may be due. If Tata Cummins Private Limited finds that it has omitted to charge or Tata Cummins Private Limited 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, Tata Cummins Private Limited shall be free to call upon the Purchaser to make good the amount short-recovered. Whenever such contingency arises, Tata Cummins Private Limited 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 Tata Cummins Private Limited to the Purchaser on account of what so ever.
   2. The Purchaser should furnish copies of his Sales Tax Registration certificates along with Sales Tax Declaration form failing which, there will be delay in issue of the Delivery Order. No delivery order will be issuedon account of a Purchaser who is a registered dealer under the Sales Tax Act, till he submits his Sales Tax declaration form wherever applicable.
   3. The present rates of GST have been indicated against each Lot. Any change in these rates will be borne by the Purchasers.
2. **TAX COLLECTION AT SOURCE (T C S) :**

T C S will be collected on material value + GST as per details given below:

Tax 1 %

Surcharge As applicable

The above T C S will be applicable on all items except the following:

1. Obsolete material,
2. Machines / Equipment,
3. Vehicles,
4. Uniforms / aprons,
5. Raddi / catalogues / wastepaper / scrap plastic,
6. Utensils, empty tins of oil & biscuits, jute bags & other scrap from canteen,
7. Barrels / Drums sold by numbers,
8. Jerry cans sold by numbers,
9. Plastic barrels sold by numbers and
10. Fire wood.
    1. Clause on Safety requirements :
       1. Purchasers would be required to follow all safety rules and regulations of Tata Cummins Private Limited. Requirements in this regard have been laid down in the following paragraphs and for any clarification Purchasers may contact Safety department at Tata Cummins Private Limited. Purchasers 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, Tata Cummins Private Limited is required to submit reports to the Inspector of Factories for all accidents inside the works immediately.
       2. Tata Cummins Private Limited may, if so required, inform Purchaser of any changes that in the opinion of Tata Cummins Private Limited could impact the security arrangements of the premises or that necessitate a change in the assignment supervision / instructions.
       3. Any violation of Safety norms by the Purchasers will attract penalty and the amount of penalty decided by Tata Cummins Private Limited will be final. Purchasers must forthwith deposit this amount before continuing with any activity relating to particular lot including removal/ lifting.
       4. The Purchaser would be required to arrange 1.0 meter 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 Purchaser 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 “Purchaser Details” viz: the name of Purchaser, lot no., the sale letter no., important telephone nos. where the Purchaser 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 “Purchaser Details” would be adequate.
       5. All persons working at any site within Tata Cummins Private Limited must have medical certificate of fitness from a Registered Medical Practitioner which can be produced on call or at reasonable notice. The Purchaser 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.
          1. Ensure that each personnel working at site within Tata Cummins Private Limited, has clean antecedence and does not have any criminal records of any nature whatsoever. Before deployment, the purchaser shall provide Tata Cummins Private Limited with details of the concerned personnel with data related to background verification, identity proof, address proof (both permanent and temporary), references, and similar other particulars as are necessary to ensure adequate security at the Premises.
          2. Ensure that the purchasers personnel deployed at the Premises do not indulge any indecorous and unethical activities of whatsoever nature.
          3. The Purchaser and the Working personnel acting on behalf shall take all steps to ensure appropriate security at the Premises of Tata Cummins Private Limited.
       6. 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 Purchaser 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 Cummins Private Limited.
       7. If the Purchaser requires any facility or resources to be provided by Tata Cummins Private Limited like power, water, compressed air, lifting machine, tools, tackles etc. they should seek prior permission from concerned agencies before such usage in writing.
       8. Normally the Purchasers are permitted to arrange lifting or working between Please insert time and for any working particularly in ‘B’ shift, the Purchaser 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. Please update the details as per the work hrs.
       9. 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 Cummins Private Limited, the following should be taken up as broad guidelines :
11. 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.
12. For working in confined space like pit, sewer, tunnel, gas line, vessel, Purchaser 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 Purchaser 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 Cummins Private Limited.
13. For working with application of heat like oxy-cutting, the Purchaser 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 Purchaser 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 Cummins Private Limited. Work of this nature may be taken up with prior permission with Fire Service and Safety Departments at Tata Cummins Private Limited before start of the job. The Purchaser has to also ensure availability of basic fire fighting equipment like water, sand bucket, fire extinguisher etc.
14. Compensate Tata Cummins Private Limited for any loss or damage, if caused due to any negligent act or failure on the part of the Purchaser, and in case of such eventuality, Tata Cummins Private Limited shall be entitled to withhold due to the purchaser and appropriate the same towards recovery of such loss and damage.
    * 1. 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 Purchaser may approach Security Department in Tata Cummins Private Limited for suitable instructions and escort, if required.
      2. In the event of any complaint regarding performance of any particular personnel, Purchaser shall forthwith on receipt of such complaint withdraw the concerned personnel and arrange a suitably trained and experienced personnel in replacement of the personnel so withdrawn.
      3. **CURRENT SUPERVISOR HAS TO BE CHANGED AND H1 CUSTOMER TO ROTATE SUPERVISOR EVERY SIX MONTHS**
    1. Clause on **DOCUMENTATION REQUIRED AS PER ENVRONMENT PROTECTION RULES** :
       1. 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 Tata Cummins Private Limited 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, Tata Cummins Private Limited will issue sale letter and the Purchaser 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, Purchaser 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 Purchaser’s responsibility to ensure comprehensive compliance.
15. 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).
16. Consent from the concerned State Pollution Control Board regarding emission to air under Air (Prevention & Control of Pollution) Act.
17. Consent from the concerned State Pollution Control Board regarding discharge to water under Water (Prevention & Control of Pollution) Act.
18. Authorization for collection, reception, treatment, transport, storage and disposal of wastes issued from State Pollution Control Board and/ or competent authority.
19. For Purchasers outside the state of Jharkhand ‘No Objection Certificate’ from the concerned State Pollution Control Board under whose jurisdiction the recycler/ refiner is located.
20. OriginalPass 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.
21. 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 Tata Cummins Private Limited. The Purchasers should therefore ensure that important documents relating to sale are in the custody of trustworthy and responsible persons.
22. Tata Cummins Private Limited 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 control of Tata Cummins Private Limited. Such causes will include fire, strike, go-slow, lock-out, closure, dispute with workmen, uncertain and unstable labor tuition, 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 Tata Cummins Private Limited to effect performance after the cause of delay have ceased to exist. Tata Cummins Private Limited 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 Tata Cummins Private Limited 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.
23. Any dispute relating to the Auction shall be decided by the representative of Tata Cummins Private Limited at the time of the Auction duly authorized to take such decisions on behalf of Tata Cummins Private Limited. The decisions so taken shall be final binding on all persons.
    1. The personnel deployed at the Premises of Tata Cummins Private Limited are and shall continue to be the employees of Purchaser and Purchaser shall be responsible and liable for and shall make payment of all their salaries, wages, and other benefits, including all statutory dues and benefits as applicable to those personnel. Purchaser shall ensures that it has all the required licenses, registrations, permissions and sanctions to carry on its business and shall provide Tata Cummins Private Limited with all the documents and registers related to such license and registrations and payment of all statutory dues and benefits of the personnel so deployed at the Premises, including but not limited to payment of minimum wages, ESI contribution, PF contribution, bonus etc.
24. All complaints of whatsoever nature should be referred to the Please insert contact details, Tata Cummins Private Limited, Jamshedpur immediately by the Parties concerned.
25. Any dispute arising out of any contract shall be decided in Jamshedpur, Jharkhand by the Courts in Jamshedpur and by no other Courts. The Courts in Jamshedpur shall have exclusive jurisdiction to adjudicate upon any such dispute.
26. Tata Cummins Private Limited reserves the right to cancel the sale at any point up to the actual delivery of material without assigning any reason whatsoever.
27. Surplus/ obsolete will be delivered generally from the surplus stores only, irrespective of place of inspection or from any other site as decided by Tata Cummins Private Limited.
28. SUBMISSION OF PAN (Permanent Income Tax Account No.): It is now statutory to quote PAN No. on the T C S certificate and half yearly return being filled with the Income tax Authority. All Purchasers must submit Xerox copies of their PAN card and GST registration certificate to auctioneer representative in Tata Cummins Private Limited Disposal office along with original copies. After verifying the Xerox with the original the original will be returned back. Only those Purchasers for whom aforesaid documents are found to be in order will be allowed to participate in e auction. It may also be noted that name in PAN card and firms name as recorded with the auctioneer should be same. In view of this all Purchasers must intimate their PAN No. and GST registration certificate along with photocopy of their PAN and GST registration certificate.
29. Photography inside the Tata Cummins Private Limited premises is strictly prohibited. Any person is 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.
30. Any clarification required for any lot should be asked during the inspection days only.