



UNDER INSTRUCTIONS FROM

TATA MOTORS LIMITED

CHINHAT INDUSTRIAL AREA, LUCKNOW - 226019

EGBERT ANDREWS AUCTION MART



(PREMIER GOVT. AUCTIONEERS & VALUERS)

161, DHARAMTALLA STREET, KOLKATA - 700 013

PH NO.: (033) 40000790-791

E mail : eaam@eaamindia.com, Web site: www.eaamindia.com

WILL SELL BY PUBLIC AUCTION

ITEMS ACCORDING TO TERMS & CONDITIONS AS DETAILED WITHIN

Auction Venue:

At Auction Auditorium, 161 Dharamtalla Street, Kolkata-13

AUCTION DATE & TIME :

On Friday the 17th March 2023 at 10 A.M.

IMPORTANT NOTE: For Participation in Hall Auction

Pre-bid EMD of Rs.2,50,000/- to be deposited through RTGS/NEFT by bidder in **Bank Account of Egbert Andrews Auction Mart** in advance on or before **16th March 2023** as auction participation amount. Pre Bid amount will be adjusted against required earnest money to be paid by successful purchasers.

Successful bidder has to deposit 10% EMD as STA lot in the account of Egbert Andrews Auction Mart within 3 days of confirmation of lots sold as STA, failing which the pre bid EMD will be forfeited.

For participation in Garbage and Polythene lot, bidder has to submit the pollution certificate in advance before auction for verification by TML Lucknow. The concerned purchaser can only participate in the auction on verification of validity of documents by TML Lucknow.

Details of Bank of auctioneer EGBERT ANDREWS AUCTION MART, Kolkata for e-payment only.

Name of the Bank	KOTAK MAHINDRA BANK
Branch	Park Street Branch
RTGS/NEFT/IFSC CODE	KKBK0000322
Account Type	Current Account
Account No.	2611732400
Name of the Company	EGBERT ANDREWS AUCTION MART

Contd....P/2

ENTRY IN AUCTION HALL will be strictly through permits, issued by the Auctioneer, on production of valid PAN Card, Tin No & GST Certificate. Entry in auction hall will not be permitted without production of Pan Card & GST Certificate bid will not be accepted without Pan Card, Tin Certificate & GST Certificate. The representative attending the auction on behalf of firm should produce authorization letter of the concerned firm.

“Right of Admission is Reserved by Auctioneer/TATA MOTORS LIMITED.”

GST certificate is mandatory for entry in Auction Hall.

MODE OF PAYMENT : On Acceptance of lots bidders are required to deposit balance EMD in Bank Account of Tata Motors Lucknow. For lifting of material also the amount to be deposited in Tata Motors Ltd, Lucknow bank account by RTGS / NEFT

RTGS / NEFT Payment

TATA MOTORS LTD.

HDFC Bank

31/31 M G Road, Hazrat Ganj

Lucknow-226001

A/C- 00780110000027

RTGS/NEFT IFSC: HDFC 0000078

Inspection of Material - On 14th & 15th March 2023 between 10.00 A.M. to 4.00 P.M. at TATA MOTORS LTD, Chinhat Industrial Area, Lucknow and Prolife Hyderabad, Jayem Automotive Pvt Ltd, Am Tx Centre, Survey No-29/B Rajabolaram Village, Medchal District, Telangana-501401. Contact Mr. K Visu Ph : 8886159671 & Prolife Surat, C/o Shree Ambica Auto Sales & Service, At Amboli, Post Office- Kathor, Taluka-Kamrej, District-Surat, Near Kamrej Toll Plaza, NH No.-8. Contact Mr Dhanraj Patil Ph- 9909904478.

LIFTING : Purchasers can lift the items on all working days from 08.30 am to 4 pm (as per availability of Materials). Purchaser has to ensure 100% lifting or ground clearance on daily basis in case of arising lots of the items purchased subject to the availability and concurrence of TML, failing which the suitable penalty may be levied.

For any clarification please contact:-

Mr Pradeep Bhattacharya, Sr. Manager (Admin.) Mobile: 09956999660,

E-mail pradeep.bhattacharya@tatamotors.com for Tata Motors Ltd, Lucknow Works

Only the Courts at KOLKATA, INDIA shall have the exclusive jurisdiction to entertain any dispute connected with the arbitration proceedings or any other matter or claim arising out of or in connection with the auction.

BIDDERS ARE EXPECTED TO KNOW ALL TERMS AND CONDITIONS BEFORE BIDDING AND MAKE THEIR OWN ASSESSMENT OF REQUIREMENTS OF LIFTING TO COMPLETE WITHIN ALLOWED TIME. FOR DETAILS OF STORES, TERMS AND CONDITIONS SEE WITHIN.

TATA MOTORS LIMITED

GENERAL TERMS & CONDITIONS OF SALES BY AUCTION

1. DISPOSAL

- 1.1. The General condition of the goods against all lots of the catalogue shall be treated as Scrap, rejected, write-off materials, 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 there with purported to be made by the auctioneers, if any and/or officer of the Company.
- 1.2. Numbers, quantities or tonnage or nature of materials given in the catalogue are mere approximations and the materials will be sold without any regard or consideration of these numbers / tonnage or nature of materials and no warranty or guarantee shall be implied. Goods will be sold on 'as is where is basis'. No segregation will be allowed
- 1.3 Lifting Period : mentioned with part list**
- 1.4. Where materials are sold on arising basis the arising provide only an index for the amount of deposit which is required to be cleared by the Buyers. But as the paramount interest of the Company is to get the area cleared of all accumulated scrap, the Buyer will have to remove the entire arising (stock plus in-coming) if Company desires so, even though such actual arising may travel far beyond the limit of approximation indicated. The decision of Company in this regard shall be final.
- 1.4 a. The total quantity of the materials to be sold may be indicative/approximate and shall be subject to availability. In the event that the total quantity of materials to be lifted is less than stipulated, the excess EMD deposited shall be refunded to the buyer on successful completion of contract or ground clear of lot. It is expressly declared that no interest shall be paid to buyer on the excess EMD.
- 1.5. The Company shall be under no obligation to put up 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 period of auction/tender without assigning any reason thereof.
- 1.6. The Company reserves the right to remove such materials from the lot(s) which it finds; it does not belong to the lot(s) auctioned.
- 1.7. The Company's representatives supervising the auction will have authority to amend the unit of quantity of any lot.

2. PARTICIPATION/REGISTRATION

- 2.1. The employee of the company shall not be allowed to participate in the **SCRAP** auction.
- 2.2. All rights of admission to allow participation in the auction is strictly reserved with the Company without assigning any reason thereof.
- 2.3. Participants will be allowed if and only if they have declared in writing on that they have gone through the terms and conditions and are acceptable to them. They must be **INCOME TAX PAYER** with valid **PAN** and **SALES TAX PAYER** with valid **REGISTRATION NO.** and must enclose **BANK CLEARANCE CERTIFICATE** along with photo copies. They must bring originals of Income-Tax return and GST registration certificate along with photo copies for verification. The photo copies along with declaration will be retained by the management after tally/verification

3. INSPECTION OF SCRAP MATERIALS

- 3.1. Entry of buyer or their authorized representative into Scrap Yard will be only for supervision of the materials as per schedule given in the catalogue.
- 3.2. The intending parties shall be allowed to inspect the goods advertised for sale prior to the auction by arrangements through auctioneers or the department concerned of TATA MOTORS LIMITED. Admission to Works will be by express permit that will be issued on request. Name of firms and/or their representatives intending to visit the works should be specified in the registration form.

4. OFFER BID

- 4.1. All lots will be sold to the parties with highest offer subject to the reserve price fixed by the Company. In the event of dispute or two or more parties, the lot in question may be put up again and at the last undisputed offer made will be considered for approval for the lot.
- 4.2. No offer once made by the party can be withdrawn by him irrespective of whether the Company accepts it as firm or subject to approval.
- 4.3. The Company may refuse to accept any offer from any person without assigning any reason for such refusal. The Company also reserves the right to sell on Firm or subject to approval (STA) basis.
- 4.4. The Company reserves the right to accept or reject any offer or to add/delete any lot without assigning any reason. In case of any dispute the decision of Plant Head, Lucknow Works will be final and binding.

5. EARNEST MONEY

- 5.1. Pre bid amount to be deposited by bidders in the bank account of Egbert Andres Auction Mart. The successful bidders will have to deposit **in the form of / RTGS / NEFT issued in the favour of "TATA MOTORS LIMITED", payable at Lucknow**, which will be adjusted/refunded only on successful completion of sale order.

CATEGORIES	AMOUNT
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STA Bid	- 10% of sale value (To be deposited in the bank account of Egbert Andrews Auction Mart)
FIRM BID	- 20% of sale value (After approval of lots, buyer has to deposit the balance 10% EMD in account Of Tata Motors Ltd, Lucknow within 1 week from the date of sale order)

Fixed EMD - Fixed amount

- 5.2 The Company's representatives supervising the auction will have authority to amend the requirements of earnest money deposits.
6. **APPROVAL OF RATES**
- 6.1. All the offers received during auction will be subject to the approval of Company.
7. **RELEASE OF SALE ORDER**
- 7.1. **The Sale Orders will be released immediately after approval.**
8. **PAYMENTS**
- 8.1. Balance amount (balance amount = total cost of lifting) i.e. total cost of lifting the scrap material will have to be deposited thru RTGS / NEFT / IMPS in favour of **M/S. TATA MOTORS LIMITED** before lifting of lot(s). Failing which will result ipso-facto termination of the contract, and the above deposits (**EARNEST MONEY**) will be forfeited, and the bid shall stand cancelled. The material in question shall be treated as 'not sold'. It is the responsibility of the Buyer to keep checking with **SCRAP DISPOSAL** Department for approval and sale order.
- 8.2 The Company's weigh bridge/weighing scale or counting as the case may be will be treated as final for payment.
- 8.3 The buyers will have to ensure the payment of full cost after depositing the difference amount other than EMD with taxes etc. before lifting of any lot(s) on lot to lot basis in case of one time lot and will have to remove the entire sold lot. On non-confirmation of this clause the penalties mentioned herein and as deemed fit by the Company on case to case basis shall be levied. In case of arising lot, after first ground clearance, the buyer will have to pay total money for the subsequent quantity available. This will be repeated till the expiry of sale order.
- 8.4 Purchase money plus taxes must be deposited by the Buyer with the Company in advance through RTGS/NEFT in the office hours. After such payment of the entire purchase money including all Taxes and Duties the Buyer will be entitled to remove the goods from the site of the Company as per the Schedule and delivery order given by the Executive Officer (Tata Motors Limited), or his representative.'
- 8.5 All buyers who are interested to pay through RTGS and NEFT need to make RTGS/NEFT payment lot wise. While filling up the details of TML in Bank format buyer should ensure correctness of information provided by TML. In case the payment is not deposited in TML account by the specified date due to incorrect data provided by the buyer penalty as per terms of auction will be payable by buyer. After completion of formalities for transfer of fund buyer will intimate through e mail to Finance and disposal section UTR number (provided by bank), Buyer Name, Buyer Code, Lot Number, Amount and Name of Bank and branch from where fund has been transferred. TML will credit the amount only in the next day of RTGS information receipt through e-mail. Receipt of e-mail is valid from 8.30 AM to 4.00PM on all working days of TML. If mail received after 4.00 PM, this will be considered as received on next working day. Credit will be given to buyers account after verification of TML Passbook. RTGS/NEFT fund transfer should be made one day before from last payment date mentioned in sale letter. No RTGS/NEFT fund transfer is accepted against caution money/EMD deposit. RTGS/NEFT fund transfer enquiry will be entertained upto 5.00 PM on every working day. It will be the responsibility of the buyer to ensure internet connectivity for sending mail to finance and disposal dept, any power failure /line connectivity will be to buyers risk. No complaints will be entertained by TATA Motors Ltd in this regard. Payment through RTGS will be acceptable only with proper UTR number. No fund transfer will be accepted without UTR number.
9. **TAXES, DUTIES, CERTIFICATES ETC.**
- 9.1. The Buyer should furnish copies of his GST Certificate failing which there will be delay in issue of the Delivery Order. No delivery order will be issued on account of a Buyer who is not registered dealer under the GST Act, till he submits his GST declaration form wherever applicable.
- 9.2 All the Taxes,TCS and all other taxes, duties (imposed) whether payable to the Central Government or the State Government or to the Municipal, local or other authorities shall be deposited by the Buyer with the Company along with the purchase money as part of the purchased price, Non-payment of any amount payable under this clause will have the same effect as non-payment of the purchase money and will result in ipso-facto termination of the contract and forfeiture of security and earnest money. All the Taxes,TCS and all other applicable taxes will be charged extra and mentioned in the catalogue. However the actual taxes and duties as applicable at different location and at the time of lifting & billing will be applicable. If the liability, of such tax (imposed) and/or duty is in doubt, the Company will have a right to call upon the Buyer to make such provision as the Company may deem fit and proper to ensure recovery of such taxes (imposed and/or duty). If the tax (imposed) and/or duty is not recovered at the time of delivery/dispatch the Company will have the right to call upon the Buyer, to pay such amounts as may be due. If the Company finds that it has omitted to charges or the Company becomes liable to pay higher charge as a result of decisions or announcements by Government or any other competent authority, even after, the full value of the materials may have been deposited and lifting completed from the Company's works. The Company shall be free to call upon the Buyer to make good the amount short recovered. Whenever such contingency arises, the Company shall be entitled to recover the amount of such Tax (imposed) or duty from the Buyer or set off against any amount or amounts that might at any time become payable by the Company to the Buyer on account whatsoever.

10. LIFTING OF SCRAPS

- 10.1. The lifting of scrap as per stipulated time and quantity is the essence of this Contract. The work undertaken will be carried out only by the workers or the agents engaged by the Buyer as approved by the Company. The Buyer shall be allowed the cutting of the materials if required on case to case basis that work shall be carried out by the party / Buyer himself, no any support /facilitation shall be granted by the TML. If any sold material is mixed with other material which is not sold then the Buyer must remove of detached the not sold materials on its own with the concurrence of Company.
- 10.2. Buyers must lift the items purchased by him on all six working days of week and must lift the 100% of lot or ground cleared on or before the last date of lifting. Failing which the suitable penalty and action as prescribed shall be levied.
- 10.3. The lifting periods indicated is inclusive of holidays and Sundays. No extra time will be allowed on this account. If there is holiday on the last date of lifting then next working day may be considered Last Lifting Date however, the decision of Company in this regards shall be final.
- 10.4. Lots sold must be cleared within the stipulated period to the extent of materials available, partial lifting will not be permitted and will be subjected to penalty. If materials are scattered and need to be collected, it will be responsibility of buyer to get all such materials collected and loaded into their vehicle under their own arrangement.
- 10.5. From the time of sale, unit removal, the goods shall remain in the premises of the company at the risk of the Buyer.
- 10.6. The Buyer will make their own complete arrangements for removal of the materials. The offer 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 permitted by the company) loading or other expenses (including dismantling where permitted by the company) for purpose of offer for different lots of goods and their removal, and shall be entirely responsible for booking the goods by rail where so required. The Company will affect deliver of goods only at the site or at a convenient location which will be notified at the time of sale.
- 10.7. Buyers **MUST** make their own assessment of various aspects of lifting requirements and start lifting only after organizing their capabilities on inspection of the lot. Company will not be responsible for their miss-assessment of shortcomings. No segregation shall be allowed from any of the material. The Buyer must make in to his mind the position, condition and mixing if any in the Lot / Material at the time of inspection and then only after this only they should bid. The Company may arrange the presentation of photos of scrap materials at the time of Auction, however all the Buyers should bid on the basis of inspection made by them and should not bid only on the basis of names or photo of materials. In case of any dispute of conditions, positions or otherwise between the actual inspections/position and photos presentation then the actual inspection shall prevail. Lifting will have to be completed within the period as per stipulations. Company may demand to lift the materials within or before stipulated time frame given. Delivery hrs: 8-30 A.M. to 4 P.M. Monday to Saturdays. No delivery on off days. The Buyer shall be allowed to start lifting the material from the location decided and directed by Tata Motors Ltd. (in case the same material is lying on different locations of the plant whether already specified in the catalogue or not).
- 10.8. At the time of obtaining delivery of any goods, the Buyer shall not be entitled to pick or choose any particular item or items from the lots sold to Buyer. The Buyer will have to operate the lot from one side of the heap until the entire quantity is lifted. The party at any point of time must lift the whole lot or the minimum quantity/trip as mentioned/advised. The weight of the weighing machine of Tata Motors Ltd. shall be the final and should not be questioned and compared from any outside weighing machine at any point of time.
- 10.9. Wherever crane is required for loading it will be the responsibility of buyer to arrange crane and ensure that the materials is lifted within the stipulated period as mentioned in sale letter.
- 10.10. In case Buyer requires any service or facility from the Company for dismantling loading and removing the goods, the Company may without being under any obligation may provide the same at cost basis. The Buyer must deposit in advance with the Company such amount as may be required by the Company on this account. All expenses for such service will be recovered from the amount so deposited and the surplus, if any, would be refunded to the Buyer. The amount so deposited will not carry any interest. In case the amounts deposited falls short of the charges payable under this clause, the Buyer shall immediately on requisition by the Company pay the additional amount. Crane hire-charges where provided will be applicable in terms of one hour and its multiplies and not in terms of a fraction of one hour.
- 10.11. The Buyer 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 effected by the company to any person or entity other than the Buyer whose as names are mentioned in the delivery order. Change of buyer's name and address will not be allowed after finalization of sale.
- 10.12. The terms & conditions and mode of disposal may be modified at any point of time on the sole discretion of the management.
- 10.13. If the scrap loaded vehicle remain hold due to any problem / fault either invoicing delay or any other problem in side the plant for overnight then the reweighment of the vehicle shall be done at the time of moving out of the vehicle. And if the difference of the weights beyond permissible limits found then whole vehicle may be unloaded and reloaded in the presence of security.

11. PENALTY

- 11.1. The forfeiture of balance quantity / percentage of total **EARNEST** money will be done as mentioned below. To compute the forfeiture of EMD the percentage of total lifting quantity against total declared / sold quantity shall be considered.

% of Lot LIFTING	FORFEITURE OF EMD OF THE RESPECTIVE LOT
Equal to or More Than 95% or Ground Clearance	0%
Equal to or More Than 75% and less than 95%	25%
Equal to or More Than 50% and less than 75%	50%
LESS THAN 50%	100%

EMD will be adjusted / Released only on the payment of Final loading of the lot. No EMD will be released before final loading.

- 11.2 If the buyer fails to lift his materials within the stipulated period and as per prescribed frequency and schedule, an additional penalty will be at 3% of base value of material for first 7 working days after last lifting day and at 7% of base value of material lifted between 7 days after last lifting date to 15 days , till successful completion of sale order, shall be levied on the buyer and shall be adjusted from the EMD, provided that the buyer shall on or before the due date for lifting the materials, raise a request with the Company for such extension to lift the materials and the Company may at its sole discretion allow such extension. Notwithstanding anything mentioned previously in this sub- clause, the Company reserves the absolute right to decide the quantity of materials to be lifted by the buyer, to limit/specify the extended period, if granted, within which the materials needs to be lifted and to specify the penalty amount once the stipulated period is over. Such decision of the Company shall be final and binding on the buyer.
- 11.3 Buyers must lift the scrap items as per para 11.4 mentioned herein. In case of material sold on arising basis, the Buyer will have to remove the entire arising on daily basis / regularly on arising of material and ground clearance will have to be done up to the satisfaction of Admin Department as per terms and conditions read with additional terms and conditions (if any). Failing which will called the non-conformities and the penalty as deemed fit by the Company or as per terms & conditions shall be levied on daily / per occurrence basis and if non conformities occurs for more then two times then the contract of sale / lifting can be terminated and the deposits as EMD etc. can also be forfeited.
- 11.4 In case the party fails to deposit balance money within stipulated time and or fails to lift materials after depositing money within and as per the time given herein, the sale order will be treated as cancelled forfeiting the earnest money deposited without any prior notice.
- 11.5 Penalty imposed will be based on cost of material (Excluding taxes, duties and loading charges). And each lot shall be treated as a separate case.
- 11.6 In the event of default and/or failure on the part of the Buyer to remove the goods after payment of the entire purchase money within the stipulated time mentioned above, his entire deposits EMD etc. shall be forfeited and the Company may acted as the Agent of the Buyer will be entitled to sell the goods by public auction/tender at such prices as the Company may in its absolute discretion think fit. If it is detected at any time that the customer had loaded a material or materials for which he is not the auction Buyer and the lot / materials lifted by violating terms & conditions, Lifting after segregation which is not allowed and if the persons of lifter found indulging in any in disciplinary activity, the Company will be within its right to take such action and penalty as forfeiting of security deposits or other deposits or both and/or can also make the claim of loss / damage. The sale proceeds thereof will be credited to the account of the Buyer for any claim for sale of the goods at a lower price than the market price and in this respect the Buyer shall be deemed to have appointed the Company as its agent.
- 11.7 Buyer are cautioned that attempt to misuse 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 Buyers should, therefore, ensure that important documents relating to sale are in the custody of trust worthy and responsible persons.
- 11.8 In case of default of deposit within the allowed period, the contract of sale between the Buyer and the Company shall Ipso-fact terminated and the security and earnest money deposited by the Buyer stand forfeited by the Company. The Company shall not be bound to give any notice to the Buyer of the cancellation of the contract of or the forfeiture of the earnest money. Further the Company shall be free to sale / disposed of the material / Lot in question.
- 11.9 Notwithstanding anything to the contrary contained in various clauses the Company may at any time on the application of the Buyer annul the forfeiture / penalties and permit the Buyer to pay the purchase money with or without such additional amount and within such period and on such terms and conditions as the Company may at its absolute discretion thinks fit.
- 11.10 The Buyer shall ensure that as and when the Security Money / Entry Fee / EMD etc. or any part thereof is adjusted by the company against any penalty for breach of any terms & condition of this Contract, non conformities or otherwise, the amount of deposit from time to time is to be replenished to its original limit

12. COMPLETION OF SALE ORDER

- 12.1 A sale order is treated as complete only when the party has lifted the entire mentioned lot successfully within the stipulated period depositing all dues.

13. LEGAL

- 13.1 All complaints or applications / requisitions of whatsoever nature may be referred to the Head (SCM), Tata Motors Limited, Lucknow, by the parties concerned.
- 13.2 Buyers would be required to follow all safety rules and regulations of the company requirements in this regard have been

laid down, for any clarification buyers may contact safety department. Buyers will be allowed to start removal of materials only when they have confirmed in writing that they would like to follow the specified guidelines while on this it may be noted that as per provision of Factories Act/Rules Company is required to submit report to the Inspector of Factories for all accident inside the Works immediately.

- 13.3 The buyers should ensure that the vehicles which are being placed for lifting should have all valid and required documents such as RC, DL of Driver, Issuance, Fitness, Road permit etc. as per Central Motor Vehicles Act, and Rules as applicable in all over India along with specific rules applicable in UP if any. This is also to be ensured by the Buyers that the vehicles should be physical fit and all the required parameters like Head lights, Tale lights, Bilkers, Side Blinkers, Horn, Brakes, Hand Breaks, side mirrors, Back mirrors etc. should be proper and in working conditions. Failing which the vehicles shall not be allowed in side plant.
- 13.4 Any violation of safety norms by the buyers or his employee, workmen, representative 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.
- 13.5 The buyer should ensure that the workmen engaged by him use PPEs (personal Protective equipment) appropriate for the nature of work identified list of PPEs generally in use are safety helmet, safety shoes, goggles and gloves, apron, nose mask sleeves as applicable.
- 14 All disputes and differences arising between the TML and the buyer out of or relating to construction, meaning or operation or effect of this online auction and any contract/agreement or breach thereof whatsoever shall be referred to the sole arbitration of person nominated/appointed as arbitrator by the TML Lucknow or administrative head TML Lucknow under whose administrative control the subject online auction may be placed arbitration in accordance with the provisions laid down under arbitration and cancellation Act 1886 as amended by arbitration and cancellation (Amendment) act 2015. The seat of arbitration shall be Lucknow.

Save as aforesaid, The Courts in Lucknow alone will have exclusive jurisdiction in event of any judicial /legal proceedings.

M/s.....

Head (Security & Admin.)

Additional Terms & Condition for Scrap Packing Wood, Carton, Jute carton,Plastic, Plastic Packing Strips & Garbage etc

1	Scope		Disposal through lifting of
			i. Scrap Wood (Batons, planks & plywood including off cuts etc.)
2	Location & date of Lifting		Tata Motors Works both complexes all locations
3	Details	Buyer Scope	A Lifting of wood (All the Packing Wood,batons, planks, plywood including off cuts) on daily basis from all generating/ storage points in Tata Motors factory premises. The estimated points for Western Complex are approx 7 - & Eastern Complex - 8 points
			B Breaking of wood, planks & segregating iron rods, iron strips, nails etc. & place it in designated bin (Iron rods & iron strips are not to be carried since these are out of the scope of lifting)
			c All manual handling, wood breakers, equipment
			d The lifting will be done of the scope items only & all additional items will be segregated.
			e The lifting has to take place on daily basis.
			f Tata Motors is ISO & OSHAS compliant. Any requirement on Buyer's side in letter & spirit for these standards will be ensured by the Buyer.
			g Timely deposits & compliances to all legal & regulatory compliances
			h The Buyer will have to do all the arrangements required for daily lifting of the materials, as per terms and conditions, on its own.
			a Disposal points
			b Weigh bridge for weighment
		2. The lifting points may increase/ decrease based on production trends & storage points as decided by Tata Motors management. 3. Rebate in case of Wet Materials is up to 20%, certified by Manager Administration	

1	Scope		Disposal through lifting of	
				i. Carton - Carton and Carton Boxes
				ii. Jute Carton - Cartons with jute cloth, old magazines, news Paper
				iv. Garbage
				V. Plastic, Plastic Packing Strip
		Locations	Tata Motors both complexes, TMML, Recon etc.	
2	Date of Contract / Deal	Tata Motors Works both complexes all locations.		
3	Details	Buyer Scope	a	Lifting up cartons, jute carton & Garbage on daily basis from all generating / storage points in Tata Motors factory premises. The estimated points are approx fifteen in both complexes which can be increase or decrease any time as per requirement of the Company.
			b	All manual handling, cutters, other equipment. The conversion of carton boxes in to flat sheet (opening of boxes and converting them in to flat sheet for loading) shall be done by the lifter himself if required.
			c	The lifting will be done of the scope items only & all additional items will be segregated
			D	The material will be put at one place outside the shops and from there proper segregation & placement on to the vehicle will be carried out by the Buyers only.
			f	The disposal has to take place on daily basis for each category of item, In case vehicle load material is not available in the yard, it is responsibility of buyer to place labours for segregation and bundling of material. Material wise placement of minimum labour is as follows-
			g	Tata Motors is ISO 14001 & OSHAS 18000 compliant. Any requirement on contractor's side in letter & spirit for these standards will be ensured by the contractor.
			h	Timely deposit of dues & compliances to all legal & regulatory compliances
				i
		Tata Motors Scope	a	Disposal points
			b	Weigh bridge for weighment
4	Shift Timings	A-Shift	0600 -	1430 Hrs
		B-Shift	1430 -	2300 Hrs
		C-Shift	2300 -	0600 Hrs
		G-Shift	0830 -	1700 Hrs
	Note :	1. The shift timings may vary as per guidelines issued by HR Department from time to time. 2. The lifting points may increase/ decrease based on production trends & storage points as decided by Tata Motors management. 3. Rebate in case of Wet Materials is up to 20%, for Carton, Jute Carton, Wood and Garbage (In case of wet rebate, buyer has to lift all the wet material from the yard) certified by Manager Administration		

Additional Terms and Conditions

1	Safety	a	Helmets, shoes, Gloves, Cut resistant gloves (For wood Loading) Goggles and other PPEs are must to enter in side plant by persons of Buyer
		b	All other general safety guidelines of Tata Motors works as applicable to contractor workmen
2	Quality	a	Continuous lifting parameters will be decided by Tata Motors while placement of order
		b	All lifting person will use appropriate gloves & apron for handling. Special leather gloves for Wood Scrap.
3	Delivery	a	Daily lifting of Scrap is one of the most critical parameter for this contract / deal.
		c	It will be mandatory for Buyer to lift all the collected materials from each and every point (ground clearance) and take out lifted material every day as directed by Tata Motors Administration department.

<u>Annexure - 2</u>	
1	Term / period of Contract / Deal
1.1	From starting date to last lifting date.
2	Operation of Contract / Deal
2.1	The Contract / Deal will be operated through SCM Department of Tata Motors as defined in Terms & Conditions along with Additional Terms and Conditions.
2.3	TML, Lucknow works is alienated in two complexes Eastern and Western Complex.
2.4	In case of failure in lifting by one party during lifting period then the opportunity can be given to another party to lift the items of other complex also on the same prevailing rates of that lot.
2.5	The lifting period of the contract has been given herein, however the period of lifting may be extended if required by the management.
3	Tax
3.1	Actual taxes and duties as applicable at the time of lifting & billing will be charged extra.
4	Payment
4.1	The payment will be made for arising quantities prior to the vehicle being in warded from the Materials gate of Tata Motors. The weigh bridge slip of Tata Motors will be the only basis and final of payment duly certified by SCM In charge.
4.2	The payment will be made to Tata Motors as 100% advance prior to lifting.
5	Deposit
5.1	The contractor will submit a Deposit of fixed EMD as mentioned in the list for the period of the contract. The Deposit will be submitted by Demand Draft / Bankers cheque valid for a minimum period of two months from the date of auction.
6	Penalty
	<u>Statutory Compliances</u> - Each occurrence of non compliance – Rs. 5000/- (it will be calculated on each day of delay in compliance)
	<u>Conduct</u>
6.1	Minor objectionable conduct with respect to behavior – Penalty will be at the sole discretion of Tata Motors
6.2	Theft cases - Penalty will be at the sole discretion of Tata Motors
6.3	Major objectionable conduct Rs. 5000 to Rs. 25000 per occurrence and repetition of same may lead to termination of contract.
Tata Motors decisions will be final & binding in case of penalty deductions.	
7	Start of Operations
7.1	The contractor will start its regular operations for all the points / area as per the date mentioned in Sale Order given by Tata Motors. The offered comprehensive services would include -
7.2	-Regular lifting . -Lifting from all lifting & disposal points. - Placement of vehicles (small or big as per requirement), trolleys & equipments as per scope. - The Buyer will have to remove the entire lot, irrespective of whatsoever weight mentioned in the sale order till the end of contract period on regular basis.
8	The relationship between TML and Buyer shall be on principle to principle basis and is a contract of Sale. The Buyer shall be solely responsible for any accident or death caused to his staff, employees, representative, servants or workmen in the course of lifting or related work, in the company and for damages and/or compensation payable for such accident or death either under the Workmen's compensation Act or under any other statutory enactment for the time being in force or otherwise. Any employer's contributions payable under any law or statutory schedule in respect of his employees shall be payable by the Buyer. In the event of any such payment or contributions being realized from the company, the Buyer shall reimburse the company in respect thereof on demand.

RTGS / NEFT Payment**TATA MOTORS LTD.****HDFC Bank****31/31/, M.G. Road, Hazrat Ganj,****Lucknow -226001****A/C No. - 00780110000027****RTGS/NEFT IFSC: HDFC0000078**

Instructions regarding precautions of COVID 19 for entry in TML Lucknow Plant of scrap dealers, their representatives and loading labours :-

1. Self-declaration form to be filled by scrap dealers, their representatives and loading labours for entering in plant premises.
2. Persons come from red Zone area are not allowed to entered in the plant.
3. Person entering in the plant must have Aarogyasetu app in his mobile phone.
4. Thermal Scanning to be done on the plant entrance gate.
5. Social distancing to be maintain while Inspection / Loading of scrap.
6. Use of Face mask is must.
7. Person should carry sanitizer.
8. Person should carry certificates of both the COVID vaccines

For any clarification please contact:

Mr Pradeep Bhattacharya, Sr. Manager (Admin.) Mobile: 09956999660,

E-mail pradeep.bhattacharya@tatamotors.com for Tata Motors Ltd, Lucknow Works

LIST OF LOTS LYING AT SCRAP YARD TML, LUCKNOW AUCTION ON 17.03.2023

Last Lifting Date : 30.06.2023

Forklift usage charges will be 3,500/- per day

**Only one category of scrap item will be allowed in one truck
irrespective of quantity. No other category will be allowed to be
loaded in the same truck**

Sl.	Part No.	Scrap Items	M/U	Qty Approx	GST	TCS	Delivery
1	A1416	CI Casting-Prolife	KGS	300000	18%	1%	Arising Basis
2	A0905	Misc. Iron	KGS	200000	18%	1%	Arising Basis
3	A1353	Forging Parts	KGS	80000	18%	1%	Arising Basis
4	A1415	Forging Parts - Prolife	KGS	175000	18%	1%	Arising Basis
5	A1418	Aluminium Casting attached with iron - Prolife	KGS	25000	18%	1%	Arising Basis
6	A1409	Aluminium Casting	KGS	25000	18%	1%	Arising Basis
7	A0907	Aluminum : Aluminum Sheets and parts	KGS	7000	18%	1%	Arising Basis
8	A1456	Scrap Mutilated Misc. (Springs/ Valves/Brg shell etc.)-Prolife	KGS	50000	18%	1%	Arising Basis
9	A0908	Fastener mixed with Washer	KGS	50000	18%	1%	Arising Basis

Sl.	Part No.	Scrap Items	M/U	Qty Approx	GST	TCS	Delivery
10	A1456	Mutilated Auto Parts (Auto Transmission, Engine, Gear Box, Brake Actuator Etc.)	KGS	25000	18%	1%	Arising Basis
11	A1009	Iron casting	KGS	25000	18%	1%	Arising Basis
12	A0911	Iron Cut piece, Jali, Filter, misc. scrap etc.	KGS	15000	18%	1%	Arising Basis
13	A0921	Electric Harness	KGS	5000	18%	1%	Arising Basis
14	A0909	G I (GI sheets and cut pieces)	KGS	30000	18%	1%	Arising Basis
15	A0904	Chips (Metal Chips, and turning)	KGS	5000	18%	1%	Arising Basis
16	A0910	Plastic Items (Hard & Soft) (Pollution Certificate required)	KGS	20000	18%	1%	Arising Basis
17	A1082	Head and Tail Lamp	KGS	3000	5%	1%	Arising Basis
18	A1010	Electrical Item	KGS	2000	18%	1%	Arising Basis
19	A1279	Steel Clips (Fastener)	KGS	500	18%	1%	Arising Basis
20	A0917	Broken glass	KGS	25000	5%	1%	Arising Basis

Sl.	Part No.	Scrap Items	M/U	Qty Approx	GST	TCS	Delivery
21	A1007	Aluminium Radiator	KGS	2000	18%	1%	Arising Basis
22	A1063	Tubeless Tyre Old	NOS	7	5%	1%	Arising Basis
23	A1344	Used Tube Type Tyre (Small) (7.50*16-89 Nos, 8.25*20-89 Nos, 9*20-30 Nos., 8.25*16 138Nos)	NOS	346	18%	1%	Arising Basis
24	A1342	Used Tubeless Tyres Big	NOS	32	18%	1%	Arising Basis
25	A1457	Used Tubeless Tyres Small (235/75R 17.5 35 Nos., 215/75R 17.5 02 Nos.)	NOS	37	18%	1%	Arising Basis
26	B1206	Scrap Iron Tube Pallets	KGS	60000	18%	1%	Arising Basis
27	A1005	Sheet Metal	KGS	50000	18%	1%	Arising Basis
28	A1345	Aluminum Mixed Iron, Rubber, Anabond and Glass	KGS	3000	18%	1%	Arising Basis
29	A1013	Iron Cut piece mixed with dust	KGS	10000	18%	1%	Arising Basis
30	A1014	GI Pipe With Plastic Coating	KGS	5000	18%	1%	Arising Basis
31	A1065	Rubber mix iron	KGS	5000	18%	1%	Arising Basis
32	A0914	Rubber Parts (Rubber Beading, Rubber mat, Caps, Engine Packing Rubber etc)	KGS	30000	5%	1%	Arising Basis

Sl.	Part No.	Scrap Items	M/U	Qty Approx	GST	TCS	Delivery
33	A1041	Fiber	KGS	5000	18%	1%	Arising Basis
34	A1385	Used Rubber Tube	NOS	200	18%	1%	Arising Basis
35	A1386	Used Rubber Flap	NOS	350	18%	1%	Arising Basis
36	A1458	Scrap Steel Utensils	KGS	1500	18%	1%	Arising Basis
37	A1454	Scrap Stainless Steel	KGS	500	18%	1%	Arising Basis

LIST OF LOTS LYING AT PLANNING ASSETS

Last Lifting Date : 30.06.2023

Lot No	Asset No	Asset Description	M/U	Qty	GST	TCS
LPA021	34000027787	LOCK RING PRESSING PRESS FOR TYRE ASSEMBLY SYSTEM	NOS	1	18%	1%
LPA026	31000000309	FIRE EXTINGUISHERS	LOT	1	18%	1%
	31000000308					
	31000000306					
	34000039868					
	34000039871					
	34000039872					
	34000039874					
	31000000272					
	31000000307					
	34000039869					
	34000039873					
	31000000303					
	31000000271					
	31000000189					
	31000000160					

Lot No	Asset No	Asset Description	M/U	Qty	GST	TCS
LPA027	32000012208	ESAB MAKE MIG WELDING MACHINE	NOS	3	18%	1%
LPA028	44000027426	OLD 1516 SUBSTRUCTURE FIXTURE	NO	1	18%	1%
LPA029	32000012206	CNC GEAR CUTTER SHARPENER M/C M50-0918	NO	1	18%	1%
LPA030	32000008504	GEAR PROFILE CUTTING FOR CWP	NO	1	18%	1%
LPA031	32000008566	HYPOID GEAR GENERATOR 116	NO	1	18%	1%
LPA032	32000008565	HYPOID GEAR GENERATOR 116	NO	1	18%	1%
LPA033	32000012470	GLEASON 116 ROUGHER	NO	1	18%	1%
LPA034	32000008589	SINGLE SPINDLE PRECISION VERTICAL HONING	NO	1	18%	1%
LPA035	32000008509	VOLTAS COOPER GEAR HOBGING MACHINE:P-251	NO	1	18%	1%
LPA036	32000008510	HMT HORIZONTAL MILLING MACHINE FN2H	NO	1	18%	1%
LPA037	32000012024	PRAGA THREAD ROLLING M/C 512 (BUYBACK)	NO	1	18%	1%
LPA038	32000008563	HYPOID GEAR CUTTER 13A	NO	1	18%	1%
LPA039	32000008490	2 ZONE INLINE WASHING MACHINE	NO	1	18%	1%
LPA040	32000008564	HYPOID GEAR GENERATOR 610	NO	1	18%	1%

Lot No	Asset No	Asset Description	M/U	Qty	GST	TCS
LPA041	32000011877	UNIVERSAL CYL GRINDER GCE 200*450S	NO	1	18%	1%
LPA042	32000011709 44000018630	CNC AWH CYLINDRICAL EXT GRINDING M/C AHG 100 CNC	NO	1	18%	1%
LPA043	32000008518	CHIP HANDLING SYSTEM FOR CWP LINE	NO	1	18%	1%
LPA044	34000039628	DUST EXTRACTION SYSTEM FOR PINION PROCESSING AREA	NO	1	18%	1%
LPA045	34000013523	SHOT PEENING MACHINE	NO	1	18%	1%
LPA046	34000018752	OIL MIST COLLECTOR FOR CWP	NO	1	18%	1%
LPA047	34000013834	SPAN FILTERMIST UNIT - MODEL:F- 34	NO	1	18%	1%
LPA048	34000024337	WEIGHING MACHINE FOR WEIGHING FOR CWP	NO	1	18%	1%
LPA049	34000017735 34000013838 32000012186	STRAPPING MACHINE	LOT	1	18%	1%
LPA050	34000029945 34000029944 34000019104	HAND PALLET TRUCK	LOT	1	18%	1%
LPA051	32000015176 32000015175 32000015178 32000015172	AXLE BEAM MACHINING MACHINE SPECIAL TYPE	NOS	4	18%	1%
LPA052	34000032762 34000033076	TRANSPORTATION PALLETS FOR ENGINE (AT JSR)	KGS	4500	18%	1%

Packing Material for Auction Dated 17.03.2023

Only one category of scrap item will be allowed in one truck irrespective of quantity. No other category will be allowed to be loaded in the same truck

Last Lifting Date : 01.04.2023 to 30.06.2023

Lot	Part Code	Description	UM	Qty Approx	Taxes	Delivery	GST	TCS	EMD (Rs.)
1	A1346	Scrap Packing Carton	KG	150000	As applicable	On Arising Basis	5.00%	0.0%	300000
2	A1347	Scrap Packing Jute Carton	KG	50000	As applicable	On Arising Basis	5.00%	0.0%	50000
3	A1348	Scrap Packing Wood	KG	250000	As applicable	On Arising Basis	5.00%	0.0%	200000
4	A0126	Scrap Packing Wood TMML	KG	125000	As applicable	On Arising Basis	5.00%	0.0%	100000
5	A1414	Scrap Packing Wood Prolife	KG	175000	As applicable	On Arising Basis	5.00%	0.0%	150000
6	A1349	Mixed Garbage & Waste (Paper waste, Thermocole, Foam, soiled cartons, Glass wool, Food waste, Plastic Packing Strip etc.) valid Pollution Control Board (PCB) authorization for Waste / Garbage / Bio Medical Waste is a mandatory requirement to participate in the Garbage bid. if Bags for bundelling of garbage is not available in the yard, buyer has to arrange the same on his cost.	KG	120000	As applicable	On Arising Basis	5.00%	1.0%	150000

Lot	Part Code	Description	UM	Qty Approx	Taxes	Delivery	GST	TCS	EMD (Rs.)
7	A1377	All type of Plastic (Including all type, all colour & All size of Polythene, Polythene attached with packing tape, soiled polythene) valid Pollution Control Board (PCB) is a mandatory requirement to participate in the Auction ,if Bags for bundelling of Plastic is not available in the yard, buyer has to arrange the same on his cost.	KG	20000	As applicable	On Arising Basis	5.00%	1.0%	75000
8	A1350	Extremely Wet Carton/Jute carton mixed with garbage (it is mixture of Gatta and Kachra which was heavily wetted due to rains and is dumped in the yard), Glasswool, Small pieces of Glass etc.(No segregation allowed. Material will be lifted as is where is basis only after ground clear the EMD will be released	KG	75000	As applicable	Arising Basis	5.00%	1.0%	25000

LIST OF SCRAP of Prolife Hyderabad, Jayem Automotive Pvt Ltd, Am Tx Centre, Survey No-29/B Rajabolaram Village, Medchal District, Telangana 501401

Contact Mr. K Visu , Ph : 8886159671

Last Lifting Date : 30.06.2023

Lot no.	Part No.	Scrap Items	M/U	Qty (Approx)	GST	TCS	Delivery
1	Q0001	Scrap Mutilated CI castings	KG	11000	18%	1%	Arising Basis
2	Q0002	Scrap Mutilated Steel forgings	KG	9000	18%	1%	Arising Basis
3	H0003	Scrap Mutilated Aluminum castings	KG	18000	18%	1%	Arising Basis
4	P0076	Scrap MISC/Gudgeon pins	KG	15000	18%	1%	Arising Basis
5	P0077	Scrap Mutilated Sheet metal	KG	2000	18%	1%	Arising Basis
6	Q0006	Scrap Mutilated Cylinder liners	KG	1000	18%	1%	Arising Basis
7	P0015	Scrap Mutilated Brass Dust	KG	20	18%	1%	Arising Basis

Scrap list of Prolife Surat, C/o Shree Ambica Auto Sales & Service, At Amboli, Post Office- Kathor, Taluka-Kamrej, District-Surat, Near Kamrej Toll Plaza,

NH No.-8 Contact Mr Dhanraj Patil, Ph : 9909904478.

Last Lifting Date : 30.06.2023

Lot No.	Part No.	Lot Description	Unit	Qty (Approx)	GST	TCS	Delivery
1	P0004	Scrap Mutilated Sheet Metal	KGS	3000	18%	1%	Arising Basis