

T-17-114 – CIL– PDC Phaltan
TENDER FORM

Date: _____, 2017

KISAN RAMCHANDRA AUCTIONEERS PVT. LTD.
Deccan Towers, 5- Mezzanine Floor, Poolgate,
PUNE – 411 001

Sub: Disposal Sale of Forklifts & M.S. Scrap on “As Is Where Is No Complaint “and Immediate clearance basis

Submission of Offer – Cummins India Ltd; Plot No. A-1, MIDC, Surwadi, Phaltan 415 522.

Dear Sir,

Having read details & description of Forklifts & M.S. Scrap of Tender No. T-17-114 along with “Terms & Conditions” carefully and made physical inspection of such Items/ Lots/ Quantity at respective divisions / locations, I am interested in purchase of the same unconditionally. Accordingly I am submitting my offer for Items/ Lots/ Qty. of my interest on “As is where is No Complaint Basis” in enclosed Form of the said Tender. We have also enclosed Demand Draft/ Pay Order of requisite amount towards EMD, details of which are given overleaf. We agree to all Terms & Conditions and all Rules & Regulations of Cummins India Ltd, and submit herewith our offer.

Thanking you,

Yours faithfully,

(AUTHORIZED SIGNATORY OF THE TENDERER WITH SEAL OF COMPANY & DATE)

Name of the Company (Tenderer)				
Complete Postal Address (for all communication purpose)				
Owner/Proprietor/Partner/Director Names	Mobile No.	Telephone No.	Email ID	Fax No.
1)				
2)				

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IMPORTANT NOTES FOR TENDERERS

For Pre-qualification of Tenderers

1) Statutory Details: It is necessary & mandatory for every tenderer to enclose herewith true copies - duly attested by Notary Public / Competent Authority of following documents. If the same are not attached offer submitted by the tenderer would be disqualified for further consideration.

Sr. No.	Registration Certificate of	Registration Certificate / Letter of Consent Serial No.	Date & Validity	Please tick	
				Attached	Not Attached
1)	PAN				
2)	GST				
4)	CPCB/SPCB/MPCB Letter of Consent (If Applicable)				

2) Banker's Details

Sr. No.	Name of Bank	Address & Contact Numbers	Type & Account Number
1			
2			

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3) Earnest Money Deposit (EMD) (a) submitted with this tender

EMD Details				
Sr. No.	DD/PO No.	Date	Amount of (Rs.)	Bank

(b) In case of those tenderers who have their EMD balance with Cummins Entity they should specify details as below.

Total EMD Deposited (Rs.)	Corresponding liftment order No. & date issued by Cummins Entity	Cummins Entity confirmation (For Use of Cummins Entity Only)

Declaration

I hereby certify that all above details & enclosed documents are TRUE & if found false or incorrect in any respect knowingly or unknowingly, all entities of Cummins India Ltd. are free to disqualify me from Tender process at any stage without any explanation or intimation & forfeit Earnest Money Deposit amount submitted herewith at their discretion.

Name & Signature of Tender / Firm / Company:

Date:

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Under Instructions From
Cummins India Limited
PLOT 1-A, MIDC, SURWADI, PHALTAN
Kisan Ramchandra Auctioneers Pvt. Ltd.

Deccan Towers, 5 – Mezzanine Floor, Poolgate, Pune – 411 001

Phone: 26360356, 26361357, Fax: (020) 26361359

Website: www.krauctioneers.in, E-mail: marketing@krauctioneers.com

Will sell the following Forklifts & M.S. Scrap on Arranged Basis

NOTE: (1) All tenderers or Representative of Tenderers entering in the scrap yard for inspection or for lifting of material should wear personal protective equipments like Safety Goggles, Safety Shoes & Helmet. Without Safety Equipment entry will not be allowed.

(2) GST will be charged extra at the time of delivery of material. Any change in existing Duty / Tax structure shall be borne by the purchaser.

Lot No.	Description of the material	Approx. Qty.	GST %	Rate quoted by Tenderer in Figures & words (Rs)	Signature of Tenderer & Date	Revised rate confirmed by Tenderer during Negotiations on _____	Signature of Tenderer at the time of Negotiations
1	McNeil make Battery Operated Forklift Capacity - 3 Ton (EMD 10%)	1 No.	18				
2	Voltas make Battery Operated Forklift Capacity - 3 Ton (EMD 10%)	1 No.	18				
3	Various M.S. items consisting of Cantilever beam, Racking beam, H Frames, Wire mesh, Upright for racks & other M.S. Misc material (EMD 10%)	25 MT	18				
4	Hume pipes of Cement - 15 Nos. (EMD 10%)	2 MT	18				
5	Office chairs as is where is basis, Approx. Qty. 130 Nos. (EMD 10%)	1 Lot	18				

Special Note: GST applicable from 1st July 2017 any change in tax structure to be borne by buyer.

PLEASE NOTE:

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- A) INSPECTION OF MATERIAL on **24, 25 & 26th July 2017** from 10.00 A.M. to 5.00 P.M. AT Cummins India Limited, Plot 1-A, MIDC Industrial Area, Surwadi, Phaltan 415 522 Dist. Satara.
- B) Sealed Tender offer packets will have to be submitted on or before **5th August 2017** up to 4.00 p.m. on the following address:

Kisan Ramchandra Auctioneers Pvt. Ltd.

Deccan Towers, 5–Mezzanine Floor, Poolgate, PUNE – 411 001
Tel.: 26360356 & 26361357 FAX: (020) 26361359 GRAMS: 'AUCTIONEER',
Website: www.krauctioneers.in E-mail: marketing@krauctioneers.com

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TERMS & CONDITIONS

A) VALIDITY:

- A) The Tenderers' offer must be valid for minimum 60 days from the last date of submission of their offer against Captioned Tender.
- B) The participating tenderers will be referred to as "Purchaser" in the event of allotment of Items/Lots/Quantity pertaining to captioned Tender to him. Cummins India Ltd. is referred as CIL in forthcoming paras.

B) EARNEST MONEY DEPOSIT (EMD):

- A) The Tenderer should submit their offer along with requisite amount of Earnest Money Deposit (EMD) @ 10% as stipulated in Tender form of corresponding lot/s. **Separate Demand Draft / Pay Order is required.**
- B) Offers submitted without requisite amount of Earnest Money Deposit will not be considered for further in the form of Demand Draft / Pay Order would be rejected & not considered for further participation & CIL's decision in this regard would be final.
EMD should be submitted by Demand Draft/ Pay Order only drawn in favour of CUMMINS INDIA LTD. Payable at Pune. **Under no circumstances Cheque would be accepted and such offers can be rejected. Offers received with cheque or without EMD will not be considered.**
- C) EMD amount can be adjusted in the last of the last Invoice of the total Liftment in case of last of the last arranged lots if decided by CIL however it is not mandatory & obligatory on the part of CIL to make such adjustment.
- D) EMD of unsuccessful Tenderers would be returned to them within one month after finalization of the captioned Tender in all respect.

E) Forfeiture of Earnest Money Deposit (EMD).

Earnest Money Deposit Amount paid by the successful tenderer / purchaser for one or more lots would be forfeited by Cummins India Ltd. for one or all reasons mentioned below.

- i) Irresponsible or irregular liftment of allotted lot/s.
- ii) Failure to arrange requisite payment by Demand Draft / RTGS well in time and / or false promises made verbally and / or in writing.
- iii) Providing incorrect, insufficient data / details about identity, physical traceability of location of business or office, statutory details, forged documents and / or misleading Cummins India Ltd. and / or Kisan Ramchandra Pvt. Ltd. in any manner with or without intention to paralyze liftment schedule and subsequent financial and / or consequences and losses to be suffered by Cummins India Ltd. and / or Kisan Ramchandra Auctioneers Pvt. Ltd.
- iv) Arrogant and improper behavior.
- v) Involving with or without intention directly or indirectly antisocial elements and / or any other tenderer / purchaser blacklisted by Cummins India Ltd. and / or Kisan Ramchandra Auctioneers Pvt. Ltd. at any stage right from participation in Tender upto and through execution of disposal order if any.
- vi) Creating threats or threatful atmosphere which will damage or harm representatives of Cummins India Ltd. and / or Kisan Ramchandra Auctioneers Pvt. Ltd. and / or any other purchaser/s in any manner of what so ever nature.
- vii) Failure on the part of the successful Tenderers/ Purchasers to execute the allotment cum liftment order/s or Non-adherence to Terms & Conditions of the captioned Tender and all Rules & Regulations of CIL for all its Units / Entities.
- viii) The buyer is entitled for liftment of material of lot/s allotted to him, vide specific disposal order. If he is found to lift the material of any other lot/s not allotted to him it would be considered as intentional & known act of theft & this would lead to imposition of penalty forfeiture of EMD including legal actions deemed to be fit by the entity.
- ix) Any other reasons which can be considered by Cummins India Ltd. and / or Kisan Ramchandra Auctioneers Pvt. Ltd. to be sufficient and convincing without giving any explanations or reasons to the tenderer / purchaser.

C) Representation: Owing the responsibility for all written and / or verbal communications and documentations:

The tenderer / the successful purchaser would be solely responsible for all acts and deeds of such natures in all respects. It is expected and obligatory on the part of the participating tenderer / the successful purchaser to represent himself on his own and declare carefully if any assistance of third party is solicited by

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him for drafting of communications, writing of prices in Tender, submission of documents by hand delivery / courier and in all manner in such cases sole responsibility would be that of the tenderer / the successful purchaser and not of third party.

D) NEGOTIATIONS MEETING – ATTENDANCE:

1. Criteria for inviting the tenderers for negotiations meeting :

- a) CIL reserves right to decide on whether negotiations meeting, is required to be arranged & their decision would be final in this regard.
- b) In case CIL decides for negotiations meeting, the tenderers fulfilling following criteria would be normally considered eligible for inviting for negotiations meeting.
 - i) **Earnest Money Deposit (EMD)** – The tenderer must have submitted Demand Draft / Pay Order of requisite amount towards Earnest Money Deposit (EMD) along with their offer. Such Demand Draft must be of Nationalized Bank only with minimum validity of three months from the date of submission of your offer.
 - ii) **Statutory Documents Submission** – Offer submitted must carry true / Xerox copies of VALID PAN, GST, CPCB / MPCB LOC & any other documents demanded by CIL.
 - iii) **Quoted Rates** – Such rates must be in top five (5) category amongst all offers / rates received. CIL reserves rights not to invite the tenderers if any / all rates quoted by them appear to be exorbitant or impractical when compared with market realities.
- c) It is neither binding on CIL to inform the tenderer whether rates quoted by him fall under H1, H2, H3, H4, H5 category nor will be disclosed during negotiations meeting.
- d) The tenderer would be allowed to negotiate for only those lots for which requisite / required of EMD has been submitted by him.

2. Representation – (1) For Negotiations Meeting - Negotiations meeting should be attended by the owner / partner of the tenderer firm or responsible representative deputed with authorization in writing & must carry Photo Identity Proof like PAN Card, Election Card, Adhar Card. Under no circumstances more than 2 persons / representative can attend such meeting however such representative should not be participating Tenderer having specific business interest in same / similar lot/s in same or any of Tender floated by any / all entities of Cummins Group. Cummins Group of companies reserve right to allow such persons at their own discretion. If Tenderer is compelled to depute his representative for negotiations meeting suitable authority letter should be submitted in advance. The Tenderer should not make any attempt to influence authorities of Cummins Group of Companies & Kisan Ramchandra Auctioneers Pvt. Ltd. or pressurize them in any manner for seeking deviations in tender process at any stage & if found such Tenderer would be blacklisted by Cummins Group of Companies without giving any explanation or reason at his cost.

CIL reserves their right to hold negotiations meeting & may invite the tenderers to attend such meeting & their criteria for selection of tenderers would sole & final. All such tenderers invited through M/s. Kisan Ramchandra Auctioneers Pvt. Ltd. would be required to attend such meeting on specified date, venue & timing. In case they fail to report well in time as required CIL may decide not to allow such Tenderer/s to attend & participate into negotiations meeting and may blacklist him / his firm for any participation into any auction / tender floated by any entity of Cummins Group.

(2) For Liftment Coordination at Site: It is sole & exclusive responsibility of the Purchaser to personally monitor liftment as per schedule & should not delegate the same to any other tenderer / purchaser having specific business interest in same / similar lot/s in same or any Tender floated by any / all entities of Cummins Group. So also if necessary he may appoint his representative other than any purchaser for day to day coordination at site & must submit following documents to the concerned authorities of Cummins Group of Companies.

- 1) Two photographs of such representative.
- 2) Authorization Letter with specimen signature of such representative.
- 3) Residential proof of such representative such as Election Card / Adhar Card / PAN.
- 4) Contact number of such representative.
- 5) Copy of appointment letter issued by the Purchaser to such representative.
- 6) Workmen Compensation Policy for such representative

E) Cummins Group of Companies & Kisan Ramchandra Auctioneers Pvt. Ltd. reserve right to accept & allow such representative at their own discretion & may reject such representative without giving any explanation or reason. If approved such representative is not allowed to make multiple representation for various other Tenderers.

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- F) **REGISTRATION DETAILS/ VENDOR CODE:** The Tenderer should provide all requisite statutory and other details in prescribed format. This would normally include details like PAN, GST, CPCB/ SPCB, registration details.
- A) The Tenderer must inspect physically all items of their interest on specified dates & locations and satisfy himself about description mentioned in the Tender & Items/Lots/Quantity exhibited and then only should submit their offer at their own risk & responsibility.
 - B) Quantity mentioned for respective Items/ Lots/ Qty. is approximate and indicative which is based on projections of Production & rejection in the factory & field and may vary to any extent. CIL is not bound by any means to deliver exact quantity mentioned in the Tender and may Drop/ Delete any Items/ Lots/ Quantity during the contract period without giving any reasons. This tender is on Arranged Basis. All Items/Lots/Quantity are sold on "As is where is, and No Complaint and Immediate Clearance Basis"
 - C) The successful Tenderers/ Purchasers should lift allotted Items/Lots/Quantity strictly as per delivery schedule mentioned in corresponding "Allotment Cum Liftment Order" or declared from time to time. They would not have any choice of their own for liftment & must follow the instructions of the concerned authorities of CIL. Under no circumstances segregation/ regrouping/ breaking would be allowed unless granted in writing by CIL.
 - D) The purchasers should not lift or even make any attempt to lift the Items/Lots/Quantity not allotted to them.
 - E) CIL reserves right to choose more than one purchaser for same lot & for part quantity. Decision of allocation of quantity in such cases will be made solely by CIL & be binding on the purchaser.
- G) **LIFTMENT/ DELIVERY:**
- A) The delivery of Items/Lots/Quantity will be made by CIL to the respective purchaser on working days during 9:00 A.M. to 3:00 P.M. only excluding Holiday & weekly off. Delivery is to be taken as directed by CIL & to be completed as per CIL's advice.
 - B) The Purchasers should adhere to liftment/ delivery schedule specified in corresponding Allotment Cum Liftment Order or revised schedule given by CIL. The purchasers should make themselves aware of material/ quantity expected in the scrap yard and make good planning by deploying requisite No. of vehicles.
 - C) The Purchasers should make lifting arrangement deploying their own labor/ Vehicle & at their cost.
 - D) In the event of failure to lift allotted Items/Lots/Quantity as per schedule, ground rent of Rs. 1000/-per lot per day in cash will be charged by CIL & only after their clearance, permission for further lifting may be given. Such permission with ground rate may be given for a period of maximum 5 days only & subsequently if purchasers fails to lift Items/ Quantity/ Lots their entire EMD for all lots would be forfeited & CIL may allot such uncleared Items/Lots/Quantity to any other purchaser & difference in the rate will be recovered from the defaulter purchasers along with penalty charges deemed to be fit by CIL.
 - E) The purchasers should submit request application informing names & signatures of their employees/ persons/ representatives who may be deployed for lifting of allotted Items/Lots/Quantity. Such request application may be rejected by CIL if found objectionable.
Under any circumstances CIL will not be responsible in any manner for any flaw in unidentified person lifting Items/ Lots/ Qty. on behalf of purchasers.
 - F) The purchasers will have to essentially follow requirement of ESIC & PF of their Labors/ Employees/ representatives. For more details & the procedure for making contractor pass they should contact IR & PR Department of CIL.
- H) **PF, ESIC & Workmen Compensation/Personal Accident Insurance** - The purchasers will have to essentially follow all Central / State Laws & Regulations as applicable to them from time to time. The Scrap Purchaser shall comply with all the requirements of ESIC if Cummins' Premises are falling within the ESIC notified areas. Alternatively, the Scrap Purchaser shall ensure to have necessary Statutory Worker's/Workmen's Compensation Coverage for the State in which contract or work is to be delivered and/or the employee's normal State of employment and/or personal accident Insurance for limits not less than the total compensation payable under WC Act, without which the Scrap Purchaser or its workers will not be allowed to enter the premises.
- I) The purchasers hereby undertake to comply with all laws, rules, regulations applicable to this contract including compliance with all labour legislations as may be applicable to his workers/employees/ labourers hired by the Purchaser for the subject activity and further hereby undertake that in case of noncompliance with any of the rules and regulations as stated herein above if CIL suffers any loss or damages of whatsoever nature, then the contractor shall indemnify and keep CIL indemnified against all such losses, damages, claims etc.

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J) RATES, PAYMENT, TAXES & DUTIES:

- A) **Rates:** Rates quoted and/or negotiated & mentioned in Allotment cum Liftment Order/s will be firm.
- B) GST as applicable will have to be paid separately at the time of lifting of the material.
- C) All taxes and duties like VAT, Terminal Tax, Excise Duty and any other taxes, duties imposed whether payable to the Central Government or to the State Government or to the Municipal, Local or other authorities shall be deposited by the purchasers with the CIL along with the purchase money as part of the purchase 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 the Earnest Money. If the liability of such Tax imposed and/or duty is in doubt, the CIL will have a right to call upon the purchaser to make provision as the CIL deems fit and proper to ensure the 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 CIL will have the right to call upon the purchaser to pay such amount as may be due whenever the CIL finds that it has omitted to charge or the CIL becomes liable to pay higher charge as a result of decisions or announcements by Government or any other competent authority. Even though the full value of the materials cleared from the CIL is paid the CIL shall be free to call upon the purchasers to make good the amount short recovered whenever such contingency should arise. The CIL shall be entitled to recover the amount or amounts that might, at any time, become payable to the CIL by the purchaser on any accounts whatsoever.
- D) **Income Tax @ 1% as applicable is payable by the purchaser as per Sec 206-C of the Income Tax Act.**

K) SAFETY REGULATION & PROCEDURE:

- A) submission of Photo Identity Proof for every labour by the purchaser – It is mandatory for the purchaser to ensure that each & every labour deployed by them carries Photo Identity Card issued by him exhibiting clearly Name / Birth Date & Photo of the labour with authorized signature of the purchaser if available Xerox copy of Adhar / PAN / Election Card of every labour should also be submitted by the purchaser.
- B) PPE (Personal Protective equipment's e.g. Safety Shoes, Safety Goggles, Safety Helmets, Hand Gloves) etc shall be used by the Purchasers when working for Cummins.
- C) If the Purchasers perform any hot work (e.g. Gas Cutting/Welding operations in CIL property) they need to adhere to the Safety Work Permit. System and other Safety precautions laid down in the permit.
- D) Any equipment/Machineries used by the Purchasers must be approved by the concerned departmental head of CIL e.g. If the Purchasers wants to use a drilling machine then CIL's electrical department must certify that whether the equipment is safe for use or not.
- E) Any incident/ accident while working for Cummins shall be immediately notified by the Purchaser's supervisor to concerned Cummins Manager. The Purchaser shall strictly follow all statutory requirements (ESIC, PF etc).
- F) The Purchaser is not allowed to use any load lifting equipment (e.g. fork lift, cranes etc) without the written permission (internal authorization) issued by Cummins.
- G) The driver of vehicle deployed by the purchasers must have valid PUC, driving license & all related legal documents like insurance & Vehicle Fitness Certificate etc. of the vehicle.
- H) The purchasers hereby undertake to comply with all laws, rules, regulations applicable to this contract including compliance with all labour legislations as may be applicable to his workers/employees and further hereby undertake that in case of non compliance with any of the rules and regulations as stated herein above if CIL suffers any loss or damages of whatsoever nature, then the contractor shall indemnify and keep CIL indemnified against all such losses, damages, claims etc.
- I) The purchasers, their servants & agents shall be required to abide by all specific/general regulations of safety & discipline within the CIL premises. The material will be handled by the purchasers, their servants/agents at their own risk & any loss/damage whatsoever to any individual or property in such handling or as a consequence thereof shall be the sole responsibility of the purchaser.
- J) All the scrap shall be disposed of by the purchasers in the most environment friendly manner, and the purchasers shall comply with all the rules and regulations regarding the disposal of the material purchased by them under this contract.

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L) CPCB/ SPCB/ MPCB RULES & REGULATIONS FOR STRICT ADHERENCE FOR HAZARDOUS WASTE:

The Purchaser must have the authorization from the MoEF/ CPCB/ SPCB/ PCC Govt. of India wherever applicable to purchaser the scrap. The Purchasers should follow all the guidelines of Safety as stated from time to time by CIL authorities.

Used Oil categories , Batteries scrap & e-Waste shall be sold to the purchasers who are registered with MoEF/ CPCB/ SPCB/ PCC Govt. of India as applicable.

M) CONTRACT: All Terms & Conditions detailed above must be followed strictly by all the purchasers & CIL reserves all right of interpretation/ alteration/ deletion of them without giving any notice/ reason to the purchasers. Further CIL's decision at every stage right from acceptance of sealed offer and further processing would be final & binding on all purchasers. All disputes arising in respect of this contract shall be decided by a competent court at Pune & shall be subject to the jurisdiction of "PUNE" Courts only.

N) TERMINATION OF ALLOTMENT CUM LIFTMENT ORDER – CIL reserves its right to Terminate Contract / Allotment Cum Liftment Order of the buyer for any known or unknown act and violation of Terms & Conditions mentioned in this Tender & Corresponding Allotment Cum Liftment Order leading to CIL's direct or indirect loss whether monetary or non-monetary or any harm reached to the policies and wellbeing of CIL without giving any reasons of whatsoever nature and at any stage during Execution of Allotment Cum Liftment Order. It is further stated that CIL would not be responsible in any way if the buyer has any impact of any nature which may be due to Termination of such Allotment Cum Liftment Order. In summation the buyer would be blacklisted with forfeiture of EMD and Credit Balance if any with penalty imposed on him and would not be allowed to participate in any Tender / Public Auction / E-Auction / Disposal Process organized by Directly or through their Auctioneer namely Kisan Ramchandra Auctioneers Pvt. Ltd.
