

T-17-116-SZL

TENDER FORM

Date: _____, 2017

KISAN RAMCHANDRA AUCTIONEERS PVT; LTD;
Deccan Towers, 5–Mezzanine Floor, Poolgate, Pune–1

Sub: Submission of Offer –Suzlon Generators Ltd., Chakan Industrial Area, Village: Mahalunge, Tal: Khed, Dist: Pune - 410501.

Dear Sir,

Having read details & description of Items / Lots/ Quantity of Tender No **T-17-116** along with “Terms & Conditions” carefully and made physical inspection of such Items/ Lots/ Quantity. **We are** interested in the purchase of the same unconditionally. Accordingly we are submitting **our** offer for Items/ Lots/ Quantity 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 below. We agree to all terms & conditions and all rules & regulations of Suzlon Generators Ltd., Chakan Industrial Area, Village: Mahalunge, Tal: Khed, Dist: Pune - 410501 and submit herewith our offer.

Special Note: All the Participating bidders are requested to quote/ submit their “Best Possible Rates” in this Tender as Suzlon Generators Ltd, may not conduct Subsequent Negotiations. Suzlon Generators Ltd reserved their rights in this regards.

Name of the Company & Complete Postal Address		:			
Contact Nos.		Statutory Details		EMD Details	
Mobile	:	PAN	:	D.D. / P.O. Amount Rs.	:
Phone	:	GST No.	:	D.D./ P.O. No. & Date	:
Fax	:		:	Name of Bank	:
	Email id	:			

Thanking you,

Yours faithfully,

(AUTHORIZED SIGNATORY OF THE TENDERER WITH SEAL OF COMPANY)

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Under Instructions From
Suzlon Generators Ltd.,
 Gat No 339/3/1 and Plot No. A-20/1, Chakan
 Industrial Area, Village: Mahalunge, Tal: Khed,
 Dist: Pune – 410501

Kisan Ramchandra
RAMCHANDRA AUCTIONEERS PVT. LTD.
 TEL (O) : 26360356, 26361357 FAX : (020) 26361359 GRAMS : 'AUCTIONEER'
 E-mail : krapl@pn2.vsnl.net.in Website : www.krauctioneers.in

Will Sell the Following Scrap Material on Tender Basis at Suzlon Generators Ltd., Gat No 339/3/1 and Plot No. A-20/1, Chakan Industrial Area, Village: Mahalunge, Tal: Khed, Dist: Pune - 410501.

Lot No	Description	Approx Qty	Participation Fee (Rs)	GST %	Delivery Schedule	Rate Quoted in figures	Signature of Tenderer
<p>Special Note: All the Participating bidders are requested to quote/ submit their "Best Possible Rates" in this Tender as Suzlon Generators Ltd, may not conduct Subsequent Negotiations. Suzlon Generators Ltd reserved their rights in this regards.</p>							
<p>MATERIAL ON ARISING BASIS CONTRACT PERIOD 01.07.2017 TO 30.09.2017 "AS IS WHERE IS BASIS"</p>							
1	Lamination-Shaft Hole Scrap Any Sizes (Purchaser should lift available quantity immediately)	45 MT	60,000.00	18%			
2	Lamination-Corner Scrap Spare RT Please Note that corner size has been changed, hence request to inspect corner sizes before Quote (Purchaser should lift available quantity immediately)	90 MT	80,000.00	18%			
3	Lamination-Slot Scrap (Purchaser should lift available quantity immediately)	35 MT	30,000.00	18%			

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INSPECTION: Material Inspection on **21.07.2017** between 10.00 a.m. to 4.00 p.m. at Suzlon Generators Ltd., Gat No 339/3/1 and Plot No. A-20/1, Chakan Industrial Area, Village: Mahalunge, Tal: Khed, Dist: Pune - 410501

SUBMISSION: Sealed Offers are to be submitted to Kisan Ramchandra Auctioneers, Pvt. Ltd, Pune on or before **27.07.2017** up to 4.00 P.M. along with Demand Draft of participation fee.

EARNEST MONEY DEPOSIT:

- a) EMD will be 10% of quoted value towards Earnest Money Deposit which should be made by a Demand Draft/ P. O. drawn on any nationalized bank in favour of Suzlon Generators Ltd., Payable at Pune within 3 days from the date of confirmation.
- b) Tender will be rejected if required Participation fee is not paid by the purchaser in the form of Demand Draft along with the offer. Cheque/ Cash Will Not be Accepted.
- c) EMD deposit of the bidders to whom tenders are awarded will be retained by the Company till the expiry of **Tender Contract**; refund will be made within 7 working days from the completion of Tender.
- d) Participation fee of the bidders to whom tenders are not awarded will be refunded/ returned by Company within 7 working days of final award of the tender.
- e) **No interest on EMD will be paid by Company.**

1) DELIVERY SCHEDULE:

- a) Material should be lifted as per delivery schedule given by the company.
- b) Every time purchaser must accompany with contract/auction copy during his visit to the factory.
- c) The purchaser will be intimated by KRAPL to place the vehicles before lifting the material.
- d) As per intimation by KRAPL the purchaser must report Company premises with suitable vehicle by 8.30 a.m.
- e) DD should be deposited one day in advance before lifting the material.
- f) The purchaser must remove the vehicle from Company's Scrap Yard by 3.00 p.m. and move to weighbridge. Once the weighment is done Payment receipt should be obtained before 4.00 p.m. If the payment is not completed before scheduled time the vehicle will be detained in the factory at their cost.
- g) **In no case will the security deposit be adjusted against Dispatch Value of Scrap.**
- h) **In no case any request for dispatch on credit terms will be accepted.**
- i) In case the bidder fails to adhere to terms of the tender, EMD will be adjusted to recover any losses suffered, notional or otherwise, by the Company. Company's decision in such cases will be final.
- j) A successful bidder will be bound to take deliveries of bid quantities, provided the Company has such quantities to offer. The approximate quantities will be intimated to the successful bidders by email. As and when scrap generated is to be disposed, Company will send email to bidder to lift the said quantities of scrap. The bidder must lift such quantities within 4 days. Even Sundays and holidays will be counted in the 4 days. Failure to lift the quantity intimated within 4 days will result in a penal deduction of Rs. 5,000 for each day of delay for 1st week and Rs. 10,000 for each day thereafter. On Company's discretion, delay

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on part of bidder may also result in such quantity offered to the bidder be diverted to any other party/ bidder. Any price difference or loss suffered by the Company as a result will be recovered from EMD placed by the bidder.

- k) Tare and gross weight of the truck will have to be done by the Bidder at Company's nominated weigh-bridge. In case Company decides, weighment may be made twice and higher of the weights will be considered for billing.
- l) The material and the truck/vehicle will be subject to random security check by the seller for which the buyer will fully co-operate (i.e. Unloading and loading of loaded vehicle for the random check at their own cost)
- m) Any of the following defaults, where seller's plants personnel's decision will be final and binding, will be liable for termination of scrap purchase agreement and forfeiture of interest free EMD.
 - 1 - Late arrival of Trucks, frequently, Non deployment of trucks etc.
 - 2 - Unsatisfactory / non - clearance of awarded scrap (If the scrap is not cleared for consecutive 3 days, the same will be treated as unsatisfactory performance.)
 - 3 - Removal of items other than covered by scrap purchase agreement.
 - 4 - In case of any default the Seller has the right to adjust the Interest free EMD against any other head for which such EMD was given.
 - 5 - Any other misconduct / default leading to loss of the seller
- n) If total bid quantity is more than scrap generated, preference will be given to bidder with higher quote. If bid quantity is less than scrap generated, Company will decide on ways to sell/ dispose such scrap.
- o) If quantities of scrap generated falls short of Company's estimates, Company will not be liable in any way to supply agreed quantities or make good any loss suffered, if any, by bidder.
- p) Scrap dealer will follow the instructions of security personnel.
- q) **Delivery will be "Ex- works, Chakan Pune". All responsibilities and costs for loading of scrap and scrap handling is on the Bidder. The Bidder must arrange for trucks, labours etc. The Bidder must ensure safe scrap handling materials to the labours.**

2) VALIDITY, TAXES & OTHER TERMS:

- a) Your offer must be valid for a minimum period of 30 days from the date of submission of Tender.
- b) All sales is on "As is where is", "No Complaint" & "Area to be cleared" basis.
- c) Taxes & Duties will be charged extra as applicable at the time of delivery.
- d) **Local and Central Taxes as applicable will have to be born by the Bidder. This will be over and above the basic rates as bid.**
- e) Income Tax @1% is payable by the bidder as per Sec. 206-C of the Income Tax Act.
- f) Decision of Acceptance/ Rejection of the Tender will be taken by Suzlon Generators Limited., Pune and the said decision will be final and binding on all Tenderer. No correspondence or representation on the decision will be entertained either by Suzlon Generators Limited., Pune or by M/s. Kisan Ramchandra Auctioneers Pvt. Ltd;

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- g) The bidder should quote PAN as well as GST No. without which offer will not be considered.
- h) **Any other clarifications may be taken by Bidders, in writing, (verbal clarifications may not be agreed to by the Company/ KRAPL), from Company's/ KRAPL's contact persons.**

3) SAFETY:-

- a) The Successful Bidder will have to provide their workmen necessary safety aid like Hand-gloves/ Shoes/ Helmet / Uniform etc. & will also observe all safety practices followed at Suzlon Generators Ltd., works as per SGL policy on safety.
- b) For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel and shall keep the SGL fully indemnify against any claims whatsoever including claim for wage, injuries, compensation, death etc.
- c) **Personal injuries/ claims of the labour material is on the Bidder. Insurance for material and labour is in scope of the Bidder.**
- d) While removing materials, if any accident or damage to the property/life etc. arises by reason of any act of negligence /omission /default or non-compliance with any of the Terms & Conditions of statutory regulations or rules and regulations applicable within SGL's premises, on the part of the Bidder's / his representative or employees resulting in death or injury to any persons or damages to the property of SGL or any third Party then in such an event the Bidder will have to pay compensation to any such person including the employees of SGL for such injury / for damage to person's property of such persons. The Bidder shall in such and event keep the SGL indemnified from any demand, claims or proceedings made.
- e) **The courts in Pune shall have exclusive jurisdiction relating to any proceedings arising out of this agreement.**
- f) ***Special Note: All the Participating bidders are requested to quote/ submit their "Best Possible Rates" in this Tender as Suzlon Generators Ltd, may not conduct Subsequent Negotiations. Suzlon Generators Ltd reserved their rights in this regards.***

- 4) **Termination of Allotment Cum Liftment Order** – SGL 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 SGL's direct or indirect loss whether monitory or non-monitory or any harm reached to the policies and wellbeing of SGL without giving any reasons of whatsoever nature and at any stage during Execution of Allotment Cum Liftment Order. It is further stated that SGL 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.
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