

VE COMMERCIAL VEHICLES LTD

Dewas (Madhya Pradesh)

E-Business Dot Com Pvt. Ltd. is an authorized e-commerce service provider for **'VE Commercial Vehicles Ltd, Dewas'** (Seller) to obtain rates online through www.steelez.biz

SELLER NAME	VE COMMERCIAL VEHICLES LTD
	87-A , INDUSTRIAL AREA-III, A.B. ROAD, DEWAS -45500 INDIA
AUCTION TO BE CONDUCTED BY	E-BUSINESS DOT COM PVT LTD
	201, 2 ND FLOOR, ROYAL ESTATE, 9/2 SOUTH TUKOGANJ, INDORE
	MADHYA PRADESH
	PH:-0731-4715426/413/403
	MOB- 9109524948/9752492136/9752492134
	PORTAL :WWW.STEELEZ.BIZ
DATE & TIME OF AUCTION	20TH MAR 23 OPENING TIME 03:00 PM & CLOSING TIME 05:00 PM ONWARDS (WITH THE GAP OF 2 MINUTES BETWEEN EVERY LOT, FOR DETAILS PLS CHECK WEBSITE)
	(AUTO EXTENSION AS APPLICABLE)
	AUCTION WEBSITE : WWW.STEELEZ.BIZ
SPECIAL INSTRUCTIONS	BIDDING IN THE LAST MINUTES AND SECONDS SHOULD BE AVOIDED IN THE BIDDERS OWN INTEREST NEITHER THE SERVICE PROVIDER NOR SELLER WILL BE RESPONSIBLE FOR ANY LAPSES /FAILURE ON THE PART OF THE VENDOR, IN SUCH CASES.

SCHEDULE OF PROGRAM

INSPECTION OF MATERIAL	VE COMMERCIAL VEHICLES LTD, DEWAS 87-A , INDUSTRIAL AREA-III, A.B. ROAD, DEWAS-455001 INDIA
EMD DETAILS	RTGS IN EBUSINESS DOT COM PVT LTD, HDFC BANK A/C NO. 00362560011912 IF ANY DEVIATION FOUND FROM H1 BIDDER OR FAILS TO HONOUR HIS BID THEN PARTICIPATING EMD & SECURITY DEPOSIT AMOUNT WOULD BE FORFEITED.
SECURITY DEPOSIT	AFTER LOT APPROVAL H1 PARTY HAD TO DEPOSIT SD 10% OF TOTAL BASIC VALUE
PARTICIPATION FEE (NOT APPLICABLE FOR EXISTING MEMBERS REGISTERED WITH E-BUSINESS DOT COM PVT LTD.)	14750 RS - FOR ONE YEAR
	59000 RS – FOR LIFE TIME
	A/C DETAIL- IFSC CODE- HDFC0000036
	BRANCH CODE-000036
	A/C NO. -00362320007166

CONTACT DETAILS

CONTACT DETAILS (STEELEZ)	MR. HARISH KHANDLWAL	MR. RISHABH NAGOTRA
	+91-9752492136	+91-9109524948
	harish@steelez.com	rishabh@steelez.com

NOTE: IF THE SESSION GETS EXPIRED AT ANY POINT OF TIME AND ACCOUNT GETS LOGGED OUT, BIDDER NEEDS TO RE-LOGIN HIS/HER ACCOUNT

DETAILS OF AUCTION PROPERTY

Monthly (Approx. Monthly qty this is only for Ref. - bidder lift qty on daily basis in scrap yard- no qty basis auction - H1 bidder lift material as per VECV norm)

AUC ID	Item code	Scrap Material	UOM	Monthly (Approx	Contract validity from	Contract validity To (approx.)	Pollution certificate / consent require as per Govt rule and valid till contract.	Frequency for lift material (No fix qty for lift material- as per frequency vehicles requirement - VECV terms apply)	EMD
99973	710005	Corrugation Scraps & Sweep Material as per available condition (Sweep Material , black dust, Kachra , oil ,wet condition & dry condition, oily condition , packing waste scrap , canteen , paper stationary paper etc) in plant need to lift without any segregation.	KG	50-70MT	01.04.2023	31.03.2024	Yes	Regular scrap-Daily basis	100000
99976	710009	Misc. Plastic scrap any type of plastic. (Like waste Polybag , packing strip , waste ,packing poly bag and other items other plastic material , Rubber etc) as per available condition in plant need to lift without any segregation.	KG	20-40MT	01.04.2023	31.03.2024	Yes	Regular scrap-Daily basis	25000

TAX CONDITION- RATES ARE BASIC; APPLICABLE TAXES WILL BE EXTRA.

****SCRAP SALE AS IS WHERE IS BASIS & NO COMPLAINT BASIS.**

IMPORTANT:

1. Security deposit will be 10% as per old auctions.
2. Material lifting as per schedule, VECV will give the schedule in advance. If any urgency schedule will be given within 1day before.
3. Bidder follow Govt guideline for COVID19 precaution during material lifting.
4. Bidder lift scrap material damage, cut, mix, as per physical available in Scrap yard. During scrap lifting any type of segregation not allowed by VECV.
5. Scrap Material means – Damage material, Mix up same category material , cut condition material, wet or Dry condition and as available condition in scrap yard.
6. As per Govt rule applicable any item any time between contract period. Same applicable by VECV team.
7. This is not qty basic auction , whatever qty available during contract validity H1 bidder need to lift material as per frequency as per Lot.

SPECIAL TERMS & CONDITIONS :

All terms & condition for auction and H1 Bidder contract should be changeable by VECV Dewas without any confirmation.
All Right revised by VECV.
VECV will take quotation different –different online platform and after comparison of all result VECV will approval any lot , reject etc.
Security deposit will be 5% as per old auctions and will change as per VECV norms any time of contract.
VECV not accept any type of demand of Bidder for scrap yard (like capacity , modification / segregation / container / other material etc.)
Bidder ensure scrap material lifting as per VECV condition only.
H1 Bidder ensure Material lifting as per decided frequency in auction . VECV will have right to change material lifting frequency as and when require.
H1 Bidder ensure transportation for Material lifting as per decided frequency in auction for lot . VECV will not accept any delay.
Bidder follow Govt guideline for COVID19 precaution / any emergency situation ect. during material lifting.
Bidder lift scrap material damage , cut , mix, as per physical available in Scrap yard. During scrap lifting any type of segregation not allowed by VECV.
After H1 Bidder approval by VECV Bidder share Docs and other details as and when require by VECV with in 2 days for open Bidder account.
When H1 Bidder account open VECV confirm to Bidder for sign contract copy (if bidder not come to sign contract with in 2 days , VECV will consider H1 bidder ok with our contract)
After H1 Bidder approval by VECV and Bidder account opened , Bidder need to do RTGS of security amount same day and share UTR No to VECV for next process.
Scrap Material means – Damage material , Mix up same category material , cut condition material, wet or Dry condition and as available condition in scrap yard. No segregation allow in scrap yard.

Bidder Ensure VECV norms during Scrap material lifting (working days / as per VECV need) time Morning 8:00am to 5:00pm. Complete all activity like weighting , payment deposit , lifting , invoicing , gate out process.
All taxes and condition applicable as per Govt rule any time. VECV have right to changes do without any confirmation to any one.
This is not qty basic auction , whatever qty available in scrap yard during contract validity H1 bidder need to lift material as per frequency as per Lot.
Yearly (Approx. Yearly qty this is only for Ref. - bidder lift qty on daily basic in scrap yard- no qty basis auction- H1 bidder lift material as per VECV norm)
Monthly (Approx. Monthly qty this is only for Ref. - bidder lift qty on daily basic in scrap yard- no qty basis auction - H1 bidder lift material as per VECV norm)
Pollution certificate / consent require as per Govt rule and valid till contract.
Frequency for lift material (No fix qty allow during lift scrap material- as per frequency vehicles require - VECV terms apply.
Rates to be offered are only basic.
Rates are fixed for lifting validity- Mentioned Above
Advance Payment through RTGS required before lifting of scrap.
At the time of Lifting the weighing process will be done 4 times.
As per their schedule, if party does not place the vehicle company will charge penalty of Rs.5000/-to the vendor.
Safety Norms: - Like Driver License / Complete document of vehicle / Vehicle pollution certificate etc.
Bidder is responsible for any type of issues related to transporter / worker etc. if VECV found any issue , we take action against only Bidder only as per VECV norms.
Labor: - PF /ESI and Safety Norms Required from each labor.
Labor Safety Norms: - Safety Shoes / Insurance /Helmet / Globes etc.
If party not lift the material, EMD/SECURITY DEPOSIT will be forfeited.
Scrap to be lifted on regular basis as and when required basis & Scrap pit / yard needs to be cleaned up to the ground level i.e. zero scrap in scrap yard every month. If Scrap Yard not cleared than VE Commercial may not refund Security deposit and EMD amount.
In any case, the breach of the contract at the end of successful bidder will result in forfeiture of their Security Deposit for concerned lot.
The quantity variation 50% +/-
Highest weight will be considered for invoice making.

VE COMMERCIAL VEHICLES LTD-TERMS & CONDITIONS

Other Terms & Conditions

- Registration with VE Commercial Vehicle Ltd.** – You are required to submit requisite documents as stipulated by the company immediately for Buyer Registration.
- Forfeiture of Security deposit – In the event of failure on your part to execute this allotment cum liftment order or Non-adherence to Terms & Conditions and all Rules & Regulations of VE Commercial Vehicle Ltd the Earnest Money Deposit Amount paid by you would be forfeited without giving any reason or explanation what so ever may be.**
- Security deposit will be 10% of total qty of three months scrap material and H1 bidder rates.
- Security deposit should be adjusting in last lifting invoice billing, as per contract terms and condition.
- At the time of Lifting the weighing process will be done 4 times.
- Ground Rent** – For every delay in lifting Schedule a ground rent of Rs.5000/- per lot per day in cash will have to be paid strictly during the currency of this Order. If such repeated incidences are observed the company may decide to increase penalty to Rs.10,000/- per day & even can take actions like forfeiture of **Security deposit** / Cancellation of this order & selling allotted lots to any other buyer & difference in rates will be recovered from you. You will be blacklisted by the company disallowing participation in future scrap / machinery / assets disposal sale e-Auctions / E-Auctions / Public Auctions / activities.
- Payment against delivery / liftment** – You would be required to make payment in advance by RTGS as per directions of the company of requisite value prior to liftment of material of allotted lot/s. In case of daily liftment prescribed you are required to make payment equivalent to value of three days quantity well in advance & ensure this pattern throughout the contract.
- Taxes & Duties** – Taxes, Duties & Income Tax will be charged as per Govt. rules & regulations.
- Safety Rules & Regulations** – You are required to follow all safety norms & make provision of safety equipment's like shoes, goggles, hand-gloves, helmets etc. for your workmen / staff operating in the company for execution of this order.
- Vehicle should have complete papers i.e. Pollution control, Fitness, Drv. License. RTO Registration, Insurance etc.

- 11) **Frequency of Clearance / Delivery Schedule** – This should be as mentioned in this order however if the generation of material of lot/s allotted to you is more, then you would be required to make necessary arrangements to deploy appropriate number of workmen & vehicles.
- 12) If applicable **CPCB/SPCB/MPPCB** Letter of Consent with clear validity for execution period of this order must be submitted with adherence to notified procedure & documentation by the bidder wherever applicable.
- 13) Materials shall be disposed of in "AS IS WHERE IS CONDITION" basis and in wet, dry or rusty condition. No segregation/ sorting of material is allowed within our premises.
- 14) It is essential that the premises should be kept entirely clean from any accumulation of scrap awarded to you. In case you fail to place the Vehicles and because of which accumulation of scrap takes place or cause any production loss, the same will be recovered from you. You should deploy sufficient laborers to avoid any accumulation of scrap at any point of time.
- 15) During audit, customer visit, inventory period OR at the end of AGREEMENT period you may be required to place Vehicle for part load which you have to do.
- 16) It would be noted that we shall unconditionally be entitled to retain any materials required for our own use and the discretion and advice of the Plant Managers would be final as to what constitutes the scrap for collection.
- 17) You will ensure that the vehicle made available for the services are roadworthy and in running and mechanically fit condition and will hold valid permits in respect thereof.
- 18) You will ensure that all licenses and approvals required to be obtained by you for providing the said services under this appointment, shall be obtained and maintained valid by you at all times. You shall also comply with all environment norms and support to sustainability initiatives.
- 19) If any penalty is levied on our company by any competent authority for non-compliance of statutory requirements by you, the same shall be recovered by our company from you, first from the dues payable to you and/or from the **Security deposit** paid by you and if the same is not adequate to cover the penalty by way of a demand on you.
- 20) In case you fail to provide the said services, we shall be free to engage services from third party and recover the amount from you.
- 21) We shall not be liable to pay any other cost / compensation / charges, etc other than those mentioned in terms of this letter of appointment.
- 22) You shall ensure that if loading or unloading of material at point of loading and unloading is to be done, you shall do the same with proper care and with trained personnel only
- 23) The material and the Vehicle will be subject to random security check by Company for which you will co-operate and unloading-loading of the material will have to be done by you at your own cost.
- 24) You shall employ at your cost, expenses necessary personnel as may be felt necessary to carry out the services under this appointment. You shall issue proper, valid and time-bound appointment orders to your employees specifying the terms and conditions of employment with you. You shall also issue suitable identity cards to your employees. The supervision and control of such employees shall always be with you
- 25) You shall be solely responsible for complying with all provisions of the various labour legislations applicable to your employees including but not limited to Minimum Wages Act, 1948, E.S.I. Act, 1948, Employees Provident Fund and Misc. Provision Act, 1952, Employee's Compensation Act, 1923, Factories Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, and Employees Pension Scheme 1995 (EPS) etc. for its employees or personnel who are engaged/deployed by you to carry out the obligations under this Agreement and you shall indemnify us against all liabilities that may accrue to us for your non-compliance of provisions of any such laws. You shall pay ESI and PF contribution as per your liability to the concerned government departments in time and provide the sufficient proof as and when demanded by us.
- 26) You will be solely responsible for their wages, salaries, bonus, leave salary, wages for holidays, or any other allowance or pay etc., and all related statutory dues shall be paid by the buyer. You shall maintain all such documents and records, which are statutorily required. We are in no way responsible or liable for lapses on above account. In case if we are required to make any payment as per statutory requirement on the above account the same will be recovered from your account.
- 27) You shall not engage any one for deployment which is in contravention of International Labour Organization Minimum Age convention 1973 (c 138) and Child Labour (Prohibition and Regulation) Act, 1986, as amended and in force from time to time
- 28) You shall instruct representatives/employees to comply with our guidelines, policies as announced/circulated from time to time either orally or in writing. Your representatives will not create any nuisance/ disturbance at our premises or break our rules related to security or administration while carrying out the services under this Agreement. You will observe safety & environmental rules of our company and ensure safe working conditions while executing working in the premises (All PPEs have to be provided to all your personnel entering factory). You are advised to contact our safety, health & environment department in this context. If PPE are not used, the vehicle will be sent back considering it as non-placement of vehicle & fine @ Rs.1, 000/ per vehicle will be imposed.
- 29) You and your representatives/employees will observe and follow all safety measures under all law including Factories Act, 1948 as and when applicable at any and all our premises.

- 30) You shall be responsible for the safety of your employees and take all possible precautions to avoid any accident or injury to your employees and in the event of any accident you shall immediately arrange for proper treatment of your employees at your cost and expense. In the event of death or injury that may be caused to any of your employees during the course of their employment with you in connection with carrying out services under this appointment, you shall be solely responsible for any compensation due to such persons under any labour laws in respect of such death or injury. In the event we are required to pay any such compensation for any reason whatsoever, shall be recovered by our company from you, first from the dues payable to you and/or from the **Security Deposit** paid by you and if the same is not adequate to cover the penalty by way of a demand on you.
- 31) We shall be at liberty to terminate this appointment in case of any breach of any of the clauses of this appointment and your inability to cure such breach within in a period of 7 days from the date of the receipt of the notice from us, to that effect.
- 32) In case of any of the following events takes place, this contract may be terminated and / or forfeiture of Security Deposit as we deem fit and appropriate.
 - a. Frequent late arrival of vehicles.
 - b. Removal of items other than those covered by scrap agreement.
 - c. In case of any default, the Company has the right to adjust the Interest Free Security Deposit against any other item or items for which such Deposit were given.
 - d. Any other misconduct / non obedience of instruction of VECV staff or officer / any other default of buyer
 - e. Not lifting material as per schedule
 - f. Failure of any part of the work as defined in Agreement.
- 33) Notwithstanding the provisions of the aforesaid clauses, both parties shall be entitled (without prejudice to any right of action accruing or already accrued) to terminate this appointment by giving not less than 30 days notice in writing to that effect.
- 34) In the event of your committing any breach of the terms and conditions of this Contract and your failure to satisfactorily execute this contract, we reserve the right to terminate the contract and this may result in forfeiture of your part/full Security Deposit.
- 35) Upon expiration/termination of this Agreement, you shall become immediately entitled to the amounts due to you of undisputed invoices from our company under this appointment and we shall make payment to you within thirty (30) days of the expiration/termination.
- 36) Immediately after expiry of the agreement, you should submit your statement of accounts to the respective Plant's Accounts department with endorsement from the house keeping department to enable them to release **Security Deposit** after due re-conciliation. a) Security deposit will be refunded to you after you cleared all the scrap material in accordance with the terms of this Contract and after receipt from you all the amount payable under the AGREEMENT. The decision to adjust EMD towards any other payment due from you under any agreement with us will be solely at our discretion.
- 37) Notwithstanding anything contained above, we shall be entitled to with hold and/or appropriate the Security Deposit placed by you under similar scrap agreements with us, towards full or partial recovery of the loss caused to us due to any breach of this Contract on your part. Such appropriation of Security Deposit by us can be made even though you may have performed your obligations under other AGREEMENT(s) and shall be without prejudice to our other right against you.
- 38) You shall within two (2) days from the date of the termination of the appointment hand over all the Products in your custody to us and also hand over all the documents pertaining to this appointment
- 39) Neither you or our company shall be liable for any failure or delay on its part in performing under this Agreement if such failure or delay is due to "Force Majeure" conditions in whole or in part such as strikes or other labour troubles, damages to the bus, direct or indirect acts, regulations or orders including restrictions and other licenses imposed by the governments, wars, riots, fire, floods, earthquakes, and other acts of God or of the Public enemy, and any other causes beyond the control of such Party.
- 40) You shall hold in strict confidence any and all information received by it from us under this appointment for the purpose of carrying out the activities under this appointment. This confidentiality obligation shall not apply to information, which is now or hereafter becomes, generally known to the public through no act or fault of other.
- 41) This appointment shall not be construed to make you a partner, an agent or legal representative of our company for any purpose
- 42) This letter sets forth the entire agreement and understanding between you and our company and supersedes and cancels all prior discussions and negotiations or agreements, express or implied, written or oral, between them with respect to the subject matter hereof.
- 43) You are required to sign & return copy of this order with signature & stamp of your company authorized officials & date towards receipt & acceptance of this order.

ANNEXURE 1 - TERMS & CONDITIONS OF THE ONLINE AUCTION

DEFINITIONS

SELLER: - Seller referred in this catalogue, is **VE Commercial Vehicles Limited**.

- **SERVICE PROVIDER:** E-Business Dot Com Pvt. Ltd (hereinafter referred to as “E-Business Dot Com”) is an e-commerce service provider appointed by the seller to facilitate virtual auction by the seller. E-Business Dot Com will only facilitate online auction and are considered as third party not particularly interested in the item/s being sold on behalf of seller.
- **BIDDER** – Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite EMD and registered at E-Business Dot Com and who makes or places a bid for and purchases the auction property either in part or in full is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate Earnest money deposit. Successful Bidder is that Bidder in whose name confirmation of sale is issued by the seller.
- **BUYER** – A bidder who has successfully bid for an item and is selected by the Seller for awarding the contract

1) GENERAL TERMS & CONDITIONS

- a) Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on **“AS IS WHERE IS BASIS”** and **“NO COMPLAINT BASIS**. (No pick and choose)” The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction property offered for sale.
- b) SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements during the auction in the auction room on the website and changes made in the catalogue including start price, bid increment/decrement, extension of time for lots where received bids / no bids are received, and any other additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller, and it is binding on the bidder. Bidders are advised in their own interest not to leave the auction room till the entire auction is closed.
- c) Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the Auction Property and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction. Seller/ E-Business Dot Com will not entertain any complaints or objections once Bid is placed.
- d) Seller/E-Business Dot Com does not give warranty or guarantee of the quality, quantity, measurement, condition, Chemical composition of each individual item/s or lot/s that form the auction property and about its “End Use” or fitness for a particular purpose.
- e) The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept/ reject/ cancel any bid, withdraw any portion of the Auction Property at any stage from Auction even after acceptance of bid/ issue of delivery order or release order/ deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, SELLER, shall refund the value of Auction Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.
- f) EMD amount will not carry interest.

- g) In the event of failure on the part of the successful bidder to fulfill his contractual obligations, seller / E-Business Dot Com reserves the right to debar such bidder from participating in any future auction conducted by E-Business Dot Com on behalf of seller anywhere.
- h) **DISCLAIMER –**
- i) E-Business Dot Com runs its business on the basis of a robust Web Site. However E-Business Dot Com is outsourcing server space from a third party hosting company and hence shall ensure the smooth running in all good faith and intention. However E-Business Dot Com will not be held responsible for any failure of power, Network, server, hosting server, Internet connectivity, ISP or otherwise at Bidder's end or at E-Business Dot Com directly or indirectly affecting online method of Bidding.
- ii) E-Business Dot Com takes responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnify and hold harmless. E-Business Dot Com from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall E-Business Dot Com be liable for any loss for the transactors by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that E-Business Dot Com has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations to be followed from time to time etc. Since E-Business Dot Com does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. E-Business Dot Com Pvt. Ltd. is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between the Seller and Bidder. E-Business Dot Com Pvt. Ltd. shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.
- iii) The Seller/Bidder agrees to limit the liability of e-Business Dot Com Pvt. Ltd. to them for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of e-Business Dot Com Pvt. Ltd. to the Seller/Bidder shall not exceed its total fee receivable from the Seller/Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. However E-Business Dot Com shall not be responsible for the loss of the DD/Cheque from its custody due to reasons beyond its control such as fire, theft, burglary, loss in transit, accident, war, riots, civil commotion, any terrorist activity, any natural calamity, adverse weather and climatic conditions. E-Business Dot Com will fully co-operate with Seller/Bidder in all the procedures of retrieval of lost financial instruments and/or their capital from financial institutes/banks/companies.

2) **PARTICIPATION**

- a) **Seller** reserves Right of participation in online auction.
- i) The prospective bidders have to register with E-Business Dot Com by submitting the Membership Registration form duly filled and signed along with self attested copies of their PAN Card, valid VAT registration certificate, and address proof by way of electricity bill, or telephone bill, or Bank account statement for the last six months. The Membership Registration form along with the prescribed documents shall be submitted to E-Business Dot Com. The Prospective Bidders, who have submitted the Membership Registration form along with the prescribed documents to E-Business Dot Com once, need not submit the same again. The prospective bidders after completing the registration process as above shall have to deposit Earnest Money Deposit (EMD) for each lot separately or for all lots as prescribed. (Refer Details of Auction Property for Lot-wise EMD) by Demand Draft / Pay Order on any Scheduled / Nationalized Bank /Scheduled Co-operative Banks (as prescribed by the Seller) Drawn in favour of "VE Commercial Vehicles Limited" payable at New Delhi It has to be submitted directly to any office of E-Business Dot Com (see details of E-Business Dot Com's Offices in www.steelez.com). CASH WILL NOT BE ACCEPTED.
- b) Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password.
- c) On completion of the registration process and payment of prescribed EMD as outlined in 2.1 above, seller/E-Business Dot Com will activate the User – Identity to enter into Website www.steelez.com. Prospective Bidders may please note that failure to submit the Membership Registration form duly filled

and signed along with the prescribed documents will lead to non-activation of the User ID even if the prescribed EMD has been remitted.

3) CONDITIONS APPLICABLE TO 'ONLINE' AUCTION METHOD OF BIDDING

- a) **VALIDITY:** The Online auction bidders and Tender bidders must keep their bids valid for a period of 10 calendar days from the date of closing of e-Auction excluding the date of closing. In case the 10th day falls on a holiday or remains closed for the seller, such Bids will be deemed to be automatically extended to be valid up to the next working day of seller.
- b) **TIME EXTENSION:** If any market-leading bid (bid higher than the highest at the point in time) is received within the last 3 minutes ('Time Extension' as mentioned in the Bidding Room will be in force & 3 Minutes is an example) of closing time, the time will be extended automatically by 3 minutes.
- c) **TRAINING:** E-Business Dot Com will provide training (online) if required by the bidders at a mutually convenient date and time before the Auction.
- d) **BIDS:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. Bidders may please note that in the event of a manual bid amount matching that of an auto bid, the manual bid will prevail and be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.
- e) **AUTO BID:**
 - i) Auto Bid facility is provided for bidders intending to place a maximum value for a lot/lots.
 - ii) Auto bid is not a confirmed bid. It is only the maximum ceiling amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is out bided, up to the ceiling set by him.
 - iii) Once auto bid is set, the auction engine will consider the ceiling amount for the next possible Bid only, depending on the highest bid prevailing at that point of time and the increment amount prescribed for that particular lot.

4) PAYMENT

- a) All payments is to be made through RTGS / NEFT to the account of **VE Commercial Vehicles Limited** Cash/ Cheque will not be accepted.
- b) On receipt of sale confirmation, the EMD of the Successful Bidder/s will be converted to security deposit by the seller.
- c) **Before lifting the material, the buyer has to deposit the full value of the material** inclusive of the applicable taxes and duties, if any, (calculated as per the bid/s placed and approved by the seller) before collecting the sale order. EMD/Security Deposit collected, including the additional EMD collected from the successful bidder/s, will be adjusted against the value receivable by seller towards the last delivery.

5) TAXES, DUTIES & LEVIES

- a) Bids placed/Rates offered are for the basic price only and are **exclusive of all applicable Taxes**. Taxes will be in addition to the basic price and will be added at rates applicable at the time of delivery.
- b) All the bidders must furnish their PAN & TIN number before participating in the auction. No sale is made without TIN number.
- c) All taxes levies on sale as levied by Central/State Govt./ Statutory Bodies/Municipal Authorities etc. as applicable shall be borne by and paid by the buyer.
- d) If the buyer claims any exemption/concession under any State Sales Tax Act or under the Central Sales Tax Act or any other enactment, such buyer shall be required to furnish their registration number and/or declaration in appropriate Forms before lifting of material.

- e) Exemption, concessions shall be admissible subject to the prescribed forms furnished by the successful bidder/s being acceptable to the appropriate Sales Tax and other concerned authorities as the case may be.
- f) Sales declaration forms for availing concessional Sales Tax are to be furnished in advance. In the absence of the required declaration forms, sales tax at the full rate will be charged.
- g) Income tax (TCS) as applicable shall be deducted at source. Party may submit self-declaration forms (27C) or "NIL" tax certificate from IT department for exemption. Certificate of deduction of TCS will not be given to the buyers who do not furnish their PAN.

6) DESCRIPTION OF MATERIALS & QUALITY AND QUANTITY

- a) Numbers, quantities, tonnage or natures of materials given in the catalogue are approximate 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.
- b) The quantity indicated in the list is only an estimate for calculating amount of deposits required to be paid by the bidder and has nothing to do with the quantity of material that may be available. The quantity of material may vary considerably. Since the paramount interest of the seller is to get the area cleared, the successful bidder will have to remove the entire quantity whether these are far beyond the limit of approximation indicated or much less than the approximation indicated within prescribed time.
- c) The description given in the enclosed list is in brief. Offers by the bidders will be deemed to have been made on the understanding that intending bidder/s have satisfied themselves fully in regards to the nature, condition, quality of goods upon an inspection or otherwise. No error, omission or mis-statement or mis-description whatsoever and howsoever made or published whether in advertisement or list or otherwise and no defects or faults in the goods shall invalidate the contract or be subject matter of any claim on the part of the bidder whether in compensation or otherwise nor will any such claim be entertained by the Seller.
- d) The Seller shall be under no obligation to put the lots singly or serially or in any other particular manner and the Seller reserves the right at its discretion to withdraw any lot at any time during the auction without assigning any reason thereof. The Seller may refuse to accept any bid from any person/persons without assigning any reason for such refusal.

7) APPROVAL OF SELECTED BIDS

- a) All the bids placed by the buyers are subject to approval by the seller.
- b) The Seller reserves the right to accept any bid placed.
- c) On approval of the bid by the Seller, the Seller will issue the Letter of Award for lifting the scrap to the successful bidder within seven working days from the date of auction.
- d) The Seller reserves the right to withdraw wholly or partially any or all the items set for sale at any time during the period without assigning any reasons.

8) CONDITIONS FOR SALE

- a) On receipt of full Sale Value along with applicable Taxes & other Charges by the Seller, the Seller will issue final Sale/ Delivery / Release Order to the Buyer.
- b) The successful bidders shall lift the material lots as soon as it becomes one truck load (2.7 tons) .In case of low volume items, more than one item can be lifted in a truck with separate weighing record.
- c) The buyer is responsible for the good house keeping of the scrap yard. At the end of the shift, no material should be left in the designated rooms. The rooms should be cleared at the end of the shift
- d) No extension of time will be given to successful bidders who have not deposited the full payment within schedule time period and liable to a penalty as mentioned above. The company also reserves the right for any discretion in above penalty clause.
- e) All successful bidders of the lots before collecting purchased materials from inside the works should contact the Company's authorized officer to get themselves fully acquainted with safety rules and regulations. Successful bidders will be allowed to start collecting material only when they have confirmed in writing that they are agreeable to follow the various safety rules and plant regulations.
- f) Lifting of materials will be allowed only between 10:00 A.M. to 05:00 P.M. on all working days. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat

and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of EMD and other payments collected. Weight recorded at the seller's premises shall prevail.

- g) All the scrap will have to be weighed at VE Commercial Vehicles Limited Weigh Bridge in front of VE Commercial Vehicles Limited representatives. However in case the HSCI Weigh Bridge is not working the scrap shall be weighed at VE Commercial Vehicles Limited recommended Weigh Bridge.
- h) The Vendor are advised to post one supervisor or Munshi above the labourers to supervise the scrap yard activities & co-ordinate with VE Commercial Vehicles Limited representative, Name list of such persons, whom The Vendor will be deputing for work at VE Commercial Vehicles Limited, should be given in writing to VE Commercial Vehicles Limited.
- i) In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.
- j) If the goods sold or portion thereof remain un-cleared in the premises of the seller beyond the stipulated period, the sales proceeds of the un-lifted assets shall be forfeited and the un-lifted portion of the assets may be removed at the risk and cost of the buyer.
- k) While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the seller's premises.
- l) Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipments or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of seller. The decision of the seller or his authorized representative shall be final in this regard.
- m) The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses.
- n) The successful bidder at his own cost shall arrange **sorting, dismantling & loading**. Buyer must make his own arrangements for the transportation at his risk and cost. Non-availability of the same will not be considered as a ground for 'Late-Lifting' of the materials.
- o) No proxy bidding is allowed. Change in the name of the company who has participated in the auction / lifting the material through any representative of the bidder will not be allowed during the contract period.
- p) It shall be responsibility of the successful bidder/s to see that he or his servants or agents collect and load only that quality that is covered by the contract and in the event of his servants or agents finding any other quality or kind of material mixed with the material allotted to him, he should forthwith bring it to the notice of the yard master and lift material only after segregation.
- q) Once the goods / materials are taken out of the factory gate, purchaser will be solely responsible for all sorts of claims like shortage, damage, incident, accident, loss of material etc.
- r) Resale will not be recognized. The purchaser shall not be entitled to resell any lot or part of a lot while goods are still lying within the premises of the seller and no delivery would be effected by the seller to any person other than the Purchaser whose names are mentioned in the sale order/Delivery order.
- s) The successful bidder/s shall not sublet, transfer or assign this contract or any part thereof (or any benefit or interest therein and thereunder) without the written consent of Seller. Such consent of Seller, if given, shall not relieve the Contractor/Buyer from any liability or obligation under this contract and the Contractor/Buyer shall be responsible for all acts, defaults and neglects of the sub-contractor/sub-buyer, his agents and employees fully as if these are the Contractor/Buyer's own acts.
- t) There shall be no employer/employees relationship between The Buyer and **VE Commercial Vehicles Limited**. The Buyer shall have entire charge/control/supervision of the work here in and this manner will be answerable or accountable for any accident or injury of any kind or death which may occur to any of The Buyer's employee during the time and in the course of the performance of the work under this contract or for any injury, loss or damage arising from negligence or carelessness of The Buyer or their property including the employees, supervisor office or agents of the VE Commercial Vehicles Limited and its proprietor nor for any amount, claim or liability civil or criminal pertaining to license,

taxes permits for over time work or any other permits, all of which shall be for the account of The Buyer, Who hereby covenant and agrees to assume all claims arising out of and related to foregoing including but not limited to other direct or indirect Labor problem and claims and to hold the VE Commercial Vehicles Limited officer, agents and employees free and harmless there from.

- u) The Vendor shall be solely responsible to pay the wages and any other dues / claim in respect of such staff and will also abide by and deposit mandatory dues under the PF Act, ESI Act and any other act which may come into force at any later stage. Details of PF & ESI of employees should be submitted on quarterly basis .
- v) Purchaser and his men are subject to the security rule of seller in force while in the seller's premises. The purchaser/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD and termination of the contract.
- w) While taking delivery of the material, the Purchasers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the purchaser shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or may stop delivery of the material till payment is made. VE Commercial Vehicles Limited shall not be liable for any damages/ injury sustained by personnel while on duty. The Vendor should provide all safety related consumables to their workers e. g. Uniform, Hand Gloves, Arm Sleeves Apron Cap, safety Goggles, safety shoes etc. However Purchaser will have Workmen's Compensation cover or any suitable cover as provided under provisions of law of the land covering any such liability.
- x) SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials.
- y) 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 or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.
- z) It is expressly made clear that the property in the goods whether sold by units, weights or lots, whether arranged or otherwise, will remain that of the Seller and will pass on to the successful bidder only when material is taken out by the Successful bidder/s from the factory Premises after getting valid dispatch documents.
- aa) All trucks, handcarts, carrying such materials outside our premises are subject to inspection by our Security Department gate. If required, the buyer will have to unload the vehicle if Security Officer Demands for a surprise check.
- bb) The Vendor will have to follow all the rules and regulations prevailing in the state of U.P. The Vendor agrees to indemnify VE Commercial Vehicles Limited against any loss(es)/ damages(s) or liability(ies) that VE Commercial Vehicles Limited may suffer or incur by reasons(s) of damage or loss of Products or other properties or liability(ies) incurred by VE Commercial Vehicles Limited on account of any acts by the employee or employees or agents of The Vendor or the legal representatives of such employee or employees or agent proceeding against HSCI for loss(es) caused by reason(s) of death or injury to such employee or employees while at work, during the period of the Agreement.
- cc) The scrap sold must be used for reprocessing purpose strictly and shall not contaminate environment in any manner whatsoever. Bidder has to follow rules of ISO-14000/OSHAS-18001 rules and regulations to avoid any land contamination safety hazards. Bidders have to submit certificate from

MOEF (ministry of Environment & Forest) and also certificate from state pollution control board. Bidder has to comply with all Central / State Govt Rules and regulations particularly related to environmental issues like hazardous waste management handling rules 1989 & amendment rules 2003 subsequent Supreme Court Order dated 14th October 2003 & Motor Vehicles Act -1988.

- dd)** While inside the premises of the seller, the buyer must comply with all the Safety, Health and Environmental guidelines of the company given in the annexure.

9) PENALTY FOR NON FULFILMENT OF CONTRACT TERMS

- a) In case the successful bidder/s fails to lift the entire lot or part of the lot within in the prescribed time period, but has deposited full payment for the non lifted lot or part of the lot within the scheduled time, than the Seller may at its discretion, extend the period of lifting up-to the next auction date by charging the ground rent @ 2% of the total value of the balance material or full material not lifted during the said period. The ground rent @ 2% will be calculated on the basis of the actual weight of the material lifted during the extended period.
- b) If the successful bidder/s fails to lift the material within in scheduled time period and / or not deposited the full payment of the material for which sale confirmation has been issued, the seller may at its discretion, forfeit the security deposit and debar the buyer from participating in the future auctions.
- c) If the buyer fails to lift the material allotted for the whole of the contract term and / or does not lift the material in spite of the repeated reminders, the security deposit for the item will be forfeited and the contract will be cancelled as per clause 10 given below.
- d) The quantity mentioned in this RFQ is based on the average generation of scrap for the current production volume. If the quantity of scrap lifted during the contract period is lower than that mentioned in the RFQ and there is no change in the production volume during the contract period, the Company at its discretion will forfeit the security deposit of the Buyer.

10) TERMINATION OF CONTRACT

- a) The Seller reserves the right to terminate the contract at any time by giving three days notice on the following grounds:
 - i) Unsatisfactory execution or performance of the contract by the successful bidder.
 - ii) For improper behaviour of successful bidder/s or breach of the terms & conditions of the contract.
 - iii) The buyer uses unfair means to manipulate the quantity of scrap lifted, taking out materials that are not part of the contract and taking out material without fulfilling all the terms of contract or try to influence the seller's representatives in any manner.
 - iv) The buyer is requesting for a change in the name of the firm through which he has participated in the auction
 - v) The security deposit of the buyer will be forfeited in case of the termination of the contract as defined in the clauses 1 -4.
- b) Decision of the Seller to terminate the contract shall be final and binding and no claim for damages and compensation shall lie. Provided always that in the event of the successful bidder/s or his agent/s or servant/s committing or attempting to commit theft, fraud, dishonesty or gross misbehaviours in connection with the subject matter of this contract or in any other connection whatsoever concerning the business of the Seller, the Seller will be entitled to terminate the contract forthwith and forfeit the Security Deposit at its sole discretion.

11) SAFETY, HEALTH & ENVIRONMENT (SHE) REQUIREMENTS

- a) In this document **First Party** refers to VE Commercial Vehicles Limited (HSCI) and **Second Party** refers to Buyer including its assigns, successors, legal representatives.
- b) The SHE norms **common to all kinds of activities** inside the premises of the first party shall be as follows:
 - i) Second Party to comply with all applicable Safety Health and Environment related legislation. They should take all necessary clearances from the statutory Authorities as and when required.
 - ii) Second Party to depute Qualified and well-trained work force at site in order to ensure proper and safer coordination and execution of work.

- iii) Each person of the Second Party must carry an identity card showing, in addition to other details, Age and Blood Group of the person carrying identity card with him, which can be checked by any representative of the First Party.
- iv) All PPE's should be ISI marked and approved by SAFETY OFFICER of Second Party.
- v) No labor below 18 yrs. shall be employed at any work site.
- vi) Any person entering the factory site must undergo Fire & safety training by SAFETY OFFICER of Second Party before being put on any job.
- vii) Work worth over Rs 1 crore or spread beyond one month must have qualified Safety Officer/s, (possessing Diploma in Industrial Safety from CLI/RLI) round the clock during construction period on site.
- viii) Work worth over Rs 5 crores or spread beyond one month **with any day manpower exceeding 200 persons** should have fully equipped Occupational Health Center /Dispensary with qualified and trained Doctors / Nurses (Male/Female) with fully equipped Ambulance van for round the clock service at site.
- ix) Place for Rest and Latrines facilities, Canteen Washing facilities to be provided.
- x) Fully equipped First Aid boxes deployed at all active locations and sufficient persons trained on the same.
- xi) Fire fighting equipment must be of ISI make & in appropriate quantity and approved by SAFETY OFFICER of Second Party.
- xii) Competent Person should certify all **lifting tools & tackles** as per the requirements of Statutory Bodies. The records of the same must be maintained & produced by the SAFETY OFFICER of Second Party as and when required/asked to do so. The certificate should be not more than 6 months old. In case some alteration /modifications is carried out on these equipments, SAFETY OFFICER of First Party will have the right to decide the validity. In case the certificate is cancelled by SAFETY OFFICER of First Party; it should be renewed again and the equipment shall not be used till the new certificate is submitted to the SAFETY OFFICER of First Party.
- xiii) Radiographic Tests to be carried out on site should confirm to the requirements set by BARC/statutory authorities including the persons carrying out Radiographic Tests.
- xiv) Second Party to prepare and implement **Site Emergency Preparedness and Response Plan/Disaster Management Plan**. Mock Drills for the same should be performed every six months and records should be maintained for the same. This plan should be modified suitably after every Mock Drill if required. All persons present on the site must be aware of their role as envisaged in **Site Emergency Preparedness and Response Plan/Disaster Management Plan**.
- xv) Hygienic practices should be followed. Smoking or tobacco chewing is strictly prohibited & punishable.
- xvi) Fighting on work site is prohibited and liable for police action.
- xvii) Sleeping or eating food anywhere other than designated areas is strictly prohibited & punishable.
- xviii) Ensure that worker do not work beyond limits prescribed in regulations in one shift.
- xix) Proper dress code should be followed. No labour should wear loose clothes like 'dhoti' or 'lehanga' while at work.
- xx) Children of Workmen are not allowed on site, separate Crèche should be provided for the Children with a full time / part time caretaker with the necessary arrangement.
- xxi) The Second Party should prepare Display Board showing following information and place it at the work place-
 - (1) Name of the Contractor
 - (2) Scope / type of the Work
 - (3) Work Start Date
 - (4) Numbers of Worker employed on the work on that date
 - (5) Work Permits Number Issued and date
 - (6) Expected work completion Date
 - (7) Contact person Name & Phone Nos.
- xxii) Each risk to have definite safety equipment / Personal Protective Equipment like safety belts, safety goggles, gloves, dust mask, etc, which shall be provided by the contractor /Second Party and should be of good quality and material as per IS codes and approved by SAFETY OFFICER.
- xxiii) The Second Party should have Safety Helmets of IS Code and should follow a definite Color Code, which shall be made known to First Party, for easy identification of the Second Party workmen.

xxiv) There should not be resource/power wastage in any activity inside factory.

c) SAFETY WORK PERMIT

- i)** Safety Work Permit system is to be implemented by Second Party for all the job involving- Hot Work (Gas Cutting, Welding, Grinding, Blazing etc.), Excavation, Work in Confined Spaces, Electrical Work, Crane Operation.
- ii)** In case of any '**Hot Work**' and works involving use of Crane Operation, Safety Officer / Supervisor of the Second Party must be available all the time at the site with the "Supervisor" band on his arm.
- iii)** Depending upon the scope of the work, required nos. of Fire Fighting Equipment / Extinguishers & Water / Sand Buckets to be arranged in the proximity of the work. Nobody should be allowed to pick the Fire Extinguisher from other locations. The Extinguisher must have the monthly displayed maintenance schedule.
- iv)** All workmen engaged in Hot Work must know the operation of the Fire Extinguisher and Fire extinguishing methods.
- v)** Everybody involved in any Work must be fully trained in Fire Prevention and Protection by the Safety Officer of Second Party before commencement of work.
- vi)** All safety equipment to be used at the site by the Second Party has to be approved by SAFETY OFFICER before the start of work. These must necessarily be of ISI mark. In case the safety equipment is of poor quality, then the same shall be confiscated and destroyed in front of the contractor. A copy of the approval must be displayed on the machine/ or in case it cannot be displayed, it should be carried by the supervisor supervising the job.
- vii)** All inflammable material like paint, thinner, Petrol, Diesel, oil, etc. must be kept in the area demarcated by the SAFETY OFFICER of second party and never at the site of hot work.
- viii)** SAFETY OFFICER or any Employee of the HSCI is authorized to stop the work at any time if the Safety norms are not fulfilled. Penalty as per Article 4 may be applied based on the violation.
- ix)** Whenever DG set are used at the site by the Second Party, approval for the same should be taken from statutory authorities and such DG Sets should comply with all applicable SHE related Indian Legislation.
- x)** Contractor has to ensure proper housekeeping & cleanliness during as well as after completing the job.

d) PENALTY & FINES

- i)** The Contractor / The Second Party can be audited for compliance of safety norms by any representatives of the Company / The First Party. In case of violations penalty and fines shall be levied or even work can be stopped.
- ii)** SAFETY OFFICER of HSCI shall issue warning letter and the fine amount shall be deducted from the full & final payment.
- e) Hot Work - 'GAS CUTTING' Precautions to be taken:**
 - i)** All cylinders to comply with the relevant/applicable provisions of Gas Cylinder Rules, 2004.
 - ii)** All filled & pressurized gas cylinders must have valid hydraulic test certificate. The DA cylinders must have the test neck ring. All cylinders which are at the site should have caps on their necks.
 - iii)** Any cylinder (Oxygen / Acetylene) should not be dropped, dragged, rolled on floor or carried on shoulder. No cylinder should be moved without the cap on the neck.
 - iv)** While unloading the Gas Cylinder from any vehicle, it should be unloaded on some padding or shock absorbing material. There should not be collision between the cylinders.
 - v)** All Gas Cylinders should be stored in well-ventilated area away from any source of heat/spark etc and the Full & Empty Cylinders must be stored separately.
 - vi)** Gas Cutting set should be carried on a well-constructed trolley having rubber wheels (to avoid any spark / static charge generation due to movements of the wheels) and the trolley must have chain to hold the cylinders in place independently.
 - vii)** Every Cylinder used should have regulators with 2 working & calibrated dial indicators for stored & working pressure as per IS Code.
 - viii)** Gas Cylinder Back-fire arresting kit and Non-Return valve should be used for every Cylinder.
 - ix)** Rubber Hoses, Cutting Torch, Nozzles used should be of proper colour code as per IS.

- x) Rubber Hoses must be organized in such a manner that it is not exposed to any damage and the hose should not have any joints or leak. These are to be inspected twice in a week by the Supervisor and record of inspection should be maintained.
- xi) The Gas Cutter and his helper should wear necessary PPE's e.g. apron, helmet, leather hand gloves, Safety shoes, goggles, etc.
- xii) Proper size spanners should be used for the connection of the regulator to the cylinder & proper cylinder key is used to open / close the valve of the cylinder and it is always kept near by the cylinder.
- xiii) Whenever Acetylene Cylinder is used in open atmosphere it should be covered by the wet cloth.
- xiv) LPG will never be used for any purpose unless specific permission is taken by HSCI SAFETY OFFICER.
- xv) Depending upon the scope of the work sufficient numbers of Fire Extinguishers and Sand / Water Buckets should be kept available in the proximity of the work. Workers must be aware / trained in using these.
- f) **'FABRICATION WORK' Precautions to be taken:**
 - i) When Scaffolding is required to be erected for the Fabrication work guidelines as per **Annexure - 6** should be strictly followed.
 - ii) When fabrication work involves working on or above 3 meter from Ground level and where access is not possible **'WORKING ON HEIGHT'** guidelines as per are to be followed.
 - iii) When fabrication work involves working in confined space, **'CONFINED SPACE ENTRY'** guidelines as per are to be followed.
 - iv) When the fabrication work involves Radiography / X – Ray Tests, these are either conducted during Night or during Holiday. These tests should be conducted under strict supervision of the competent person and must have authorization from BARC.
 - v) The Safety Officer along with the Supervisor of the Second Party should always be present whenever these Radiography / X – Ray Tests are conducted.
 - vi) Entry into Radiography / X – Ray Tests areas should be prohibited and area is fenced properly & caution signs are placed on appropriate places.
 - vii) Test results of Radiography / X – Ray Tests should be made available to the SAFETY OFFICER of HSCI as and when required.
 - viii) Lifting tools & tackles used for Fabrication Work should have ISI standards and must have been tested by the competent person before putting into use. Records of these tests should be kept in Registers.
 - ix) Hoists, Chains, Ropes, Slings, Cranes, Forklifts, etc. used for Fabrication Work should have ISI standards and must be tested by the competent person before putting into use. Records of these tests should be kept in Registers.
 - x) Measures for Electrical Safety should be taken as per the guidelines below.
- g) **'ELECTRICAL SAFETY' Precautions to be taken:**
 - i) All electrical work should be carried out as per the requirements of Indian Electricity Rules 1956.
 - ii) The authorized electrical contractors should carry out the electrical work. These persons should have Class 'B' license for LT and Class 'A' License for HT work.
 - iii) Only qualified & trained Electricians should undertake electrical repairs / job work. They should have Government License for carrying out Electrical Repair / Maintenance Jobs.
 - iv) Use switch gear which clearly indicate "ON" or "OFF" and are of appropriate rating.
 - v) Whenever a connection is taken, ensure that wires are not naked – they must have plug tops.
 - vi) The competent person should periodically check all electrical equipment and circuit breakers etc.
 - vii) Terminal Box should be properly secured; wire / cable extension should be secured to the fixed structure.
 - viii) Ensure that all electrical equipment are properly earthed.
 - ix) All portable equipment should be of standard quality and as per IS Codes.
 - x) Adequate measures to be taken to cover the Electrical Equipment from Heavy Rain.
 - xi) Electrical contractor has to take prior permission for power shut down from utility for any work, disconnection and terminations in the electrical feeder.
 - xii) All electricians at site should have electrical insulation shoes.
- h) **'Hot Work - DRILLING / BORING / GRINDING JOB' Precautions to be taken:**
 - i) Person doing the Drilling/ Boring/ Tapping/ Grinding operation must wear PPE e.g. Helmet, Goggles, shoes, face mask, etc.
 - ii) Person doing Drilling / Boring / Tapping / Grinding must have undergone training for the same.

- iii) Drilling / Boring / Tapping / Grinding machine used must be of IS make and proper electrical & earthing connections should be given to it.
- iv) The SAFETY OFFICER should check equipment, tools & tackles to be used for the Hot Work before starting the Hot Work.
- v) When Pneumatic Drilling / Boring / Tapping / Grinding equipment / machines are used, they should conform to the IS standards. In such cases Noise level should be within the permissible limits. The sound level should be monitored and records of the same must be maintained. Records should be presented to the SAFETY OFFICER of HSCI as and when required/demanded.
- vi) Proper double earthing (min TWO) should be ensured, before starting the work.
- vii) Equipment should have proper safety guards.
- viii) Electrical Cables used for the equipment should have proper wattage and should be properly connected.
- ix) Equipment should not be handled by holding its power cable.
- i) **'Environmental Management and Housekeeping'**
 - i) Appropriate arrangements should be made to collect wastes generated during construction work like welding rod ends, wooden waste, plastic wastes, construction debris and their management including disposal.
 - ii) Oil collection bins/trays should be placed to collect any leakage/spillage etc from all potential sources of such leaks like D.G. Sets/ Equipment/ Machines/ Day Storage Tank etc.
 - iii) During work and at the end of the day's/shift work area should be cleaned. "5 S" practices should be followed.
 - iv) Resources Conservation practices should be followed.
 - v) Best Environmental Sanitation practices should be followed. Toilets/Urinals/Washrooms for ladies and gents should be provided appropriately.
 - vi) There should be a place for everything and everything should be in place.
 - vii) Paint residues/ wastages/leftovers should not be drained/ spread on ground. While carrying painting operations, a tarpaulin sheet should be spread over ground in order to collect any spillage of paint on ground.
- j) **'Onsite Emergency Plan'**
 - i) Onsite Emergency Plan/ Disaster Management Plan should be prepared and mock drill should be conducted as and when required but at least every six months, in order to test the effectiveness of the plan. These plan should be revised whenever need arises.
 - ii) Records should be maintained for every mock drill and produced whenever required. Deviations, if any, should be noted and rectified.
- k) **'Health Related Requirements'**
 - i) Proper drinking water facility should be provided. Drinking water should conform to the requirements of IS 10500.
 - ii) Persons working should be physically fit and they should be fit for the job assigned to them.
 - iii) No person about whom the employer knows or has reason to believe that he is a deaf or he has a defective vision or he has a tendency to giddiness shall be required or allowed to work in any such operation of building or other construction work which is likely to involve a risk of any accident either to the building worker himself or to any other person.
 - iv) Vision Test is mandatory for the persons operating the Crane and other mobile machinery/vehicles.
 - v) Work place should be free from dust, smoke, fume etc.
 - vi) The adequate and suitable lighting of every workplace and approach thereto should be provided.
 - vii) Work place noise level should not exceed 90 dB for 8 hrs of working.
- l) **'Mobile Equipment/Vehicle and Machinery'**
 - i) Drivers operating all mobile equipment and machinery like JCB, Transit Mixer, Hydra, Crane, Dozer, Dumper, Vibro Roller, Tandem Roller, Poclain, Tractor etc should have valid driving license for operating such vehicles.
 - ii) They should have all valid documents/licenses/certificates including Emission Control Certificate.
 - iii) All such vehicle should have reverse alarm.
 - iv) Cranes should have 'Load Chart' posted in the driver's cabin.
 - v) Vehicles should be in good conditions.
 - vi) All tools, tackles should be tested and test certificates should be available.

- vii) Crane operations should be carried under the supervision of an experienced person who should be responsible for giving signals/instructions to crane operator.
 - viii) Vision Test is mandatory for the persons operating the Crane and other mobile machinery/vehicles.
 - m) **'Training and Training Records'**
 - i) Persons working on the job should be periodically trained for that job and they should know that job.
 - ii) All such training records should be maintained and produced whenever required to do so.
 - iii) Persons should be trained on fire fighting operations, emergency training, rescue operations and first aid. Such training records should be maintained.
- 12) DISPUTES / ARBITRATION**
- i) An authorized official or any other person appointed by the seller shall decide any dispute arising between the successful bidder and seller. The decision of the Arbitrator shall be final and binding on both the parties.
 - ii) **Disputes between seller & bidder** if any shall be within the jurisdiction of courts of **Delhi** in the state of Delhi only.
 - iii) In the event of any dispute with regard to not taking possession / non-availability of inspected Auction Property etc. and forfeiture of 'EMD', **E-Business Dot Com will not be held responsible for the loss / forfeiture.**

Acceptance of the above terms and conditions:-

MATERIAL INSPECTION - I HAVE INSPECTED ALL MY INTERESTED PRODUCTS AND I AM READY TO LIFT ALL THE MATERIAL AS IS WHERE BASIS AND NO COMPLAIN BASIS WITHOUT ANY CONDITION IN WHICH I WILL BE H1 BIDDER

We confirm that we have read and clearly understood above terms and conditions. We undertake to abide by These terms and condition:-

(Signature)

Name and Designation of Authorized Signatory with seal