



THEIS PRECISION STEEL INDIA PVT. LTD.

NH No. 8, Opp. Gl.D.C. Kabilpore - 396 424, NAVSARI, GUJARAT.

WILL SELL BY AUCTION AT

-: VENUE:-

CONFERENCE ROOM

THEIS PRECISION STEEL INDIA PVT. LTD.

NH No. 8, Opp. G. I. D. C, Kabilpore - 396 424, Navsari, Gujarat.

On Wednesday The 9th December, 2015 Starting At 11.00 a.m.

ELIGIBILITY FOR ATTENDING AUCTION:-

- 1. The bidders must carry and submit the following details on the letter head before taking part in auction.**
 - a) PAN**
 - b) ST/CST Mos.**
 - c) Name, address and phone nos. of contact person.**

- 2. The discretion to refuse Entry Permit to any person without assigning any reason what so ever vests with the THEIS PRECISION STEEL INDIA PRIVATE LIMITED.**

- 3. Only one representative of each firm will be allowed to enter the Auction Hall,**

- 4. One non-transferable Entry Permit will be issued to each party bearing the name and signature of its representative who will be allowed to enter the Auction Hall.**

INSPECTION OF MATERIALS AT:

THEIS PRECISION STEEL INDIA PRIVATE LIMITED: 5th to 9th December 2015

NAVSARI, GUJARAT.

FROM 9 A.M. TO 4 P.M.

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NB - Inspection of Materials, will not be possible on the Auction date, Inspection will be permitted on the specified dates during working hours. For inspection of materials, interested buyers are requested to contact (Supply chain dept.).

Prospective bidders should be required to inspect all the materials at site in presence of the official's deputed officer **Contact Person: Mr. B. B. TAILOR and Mr.J.C Patel**

Description mentioned are of a very general nature, only prospective bidders are strongly advised to inspect the respective lots beforehand as absolutely no complaints will be entertained latter on for deviation from the general description. No claim will be entertained for any shortfall in the quantity mentioned in the Annexure as these are only tentative figures.

(THE WHOLE FULLY DETAILED WITHIN)

IMPORTANT Only Demand Drafts/Pay Orders Drawn In

The Name of THEIS PRECISION STEEL INDIA PVT LTD.

Payable at NAVSARI will be acceptable

EMD of previous Auctions will not be carried forward to the current Auction under any circumstances.

(RIGHTS OF ADMISSION RESERVED BY COMPANY)

The stores which are lying at different places will be auctioned at Sisodra. Delivery should be taken from their respective sites. Prospective purchasers are requested to inspect the stores at their respective sites before bidding.

Numbers, quantities or tonnages given in the catalogues are more approximations and the materials will be sold without any regard or consideration of these numbers or tonnages.

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(Terms & Conditions of Sales by Auction)

- 1 The intending bidders shall be allowed to inspect the goods advertised for sale prior to the auction by arrangement through or the department concerned of THEIS PRECISION STEEL INDIA PVT LTD. Admission to THEIS PRECISION STEEL INDIA PVT LTD, Works will be by express permit that will be issued on request. Name of Firm and/of representatives intending to visit the works should be specified in application.
2. All lots arising section as well as stores scrap is sold on "as is where basis " ex-Sisodra works for the period of 1 month arising i.e. **December 2015 & Stock available entire qty. to be lifted before 31.12.2015** while equipment for sale are one time disposal clearance. The quantity of scrap may vary within +-15 % of the mentioned quantity. Bids will be deemed to have been made on the clear understanding that intending bidders have satisfied themselves fully in regard to the nature, condition quality and quantity of goods upon inspection or otherwise. No error, omission or misstatement or misdescription or printing mistake whatsoever and howsoever made or published whether in the catalogue or otherwise and no defects or faults in the goods shall annul the sale or be the subject of any claim on the part or the purchaser. Whether any compensation or otherwise howsoever and any such claim will not be entertained by THEIS PRECISION STEEL INDIAPVT LTD.
3. THEIS PRECISION STEEL INDIA PVT LTD shall be under no obligation to put up the lots singly or serially or in any other particular manner and the Company reserves the right at its/their discretion to withdraw any lot or lots at any time during the period of auction without assigning any reason thereof THEIS PRECISION STEEL INDIA PVT LTD may refuse to accept any bid from any person/persons without assigning any reason for such refusal.
4. Subject to what is stated in Clause 3 hereof all lots will be sold to the highest bidder subject to the reserve price fixed by THEIS PRECISION STEEL INDIA PVT LTD In the event of a dispute between two or more bidders, the lot in question may be put up again at the last undisputed bid made for the lot.
5. Bidders bidding for the goods sold be deemed to have taken into account and made due allowance for the cost of handling, loading other expenses if permitted by THEIS PRECISION STEEL INDIAPVT LTD. for purpose of removal of the goods and shall be entirely responsible for the booking of goods where so required. THEIS PRECISION STEEL INDIA PVT LTD will effect delivery of goods only at the site or at a convenient location which will be notified at the time of sale,
The bidders will bid for BASIC price only, that is excluding excise duty, sales tax and any other levies applicable.

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6. EARNEST MONEY:

(a) Every purchaser shall on fall of the hammer deposit by of earnest money with the auctioneers THEIS PRECISION STEEL INDIA PVT LTD as the case may be for each item as mentioned in the catalogue, against each items.

(b) in the event of the bidder failing to deposit the earnest money as aforesaid the lot may be immediately put up for sale again,

(c) Earnest money deposit will only be accepted by demand draft or pay order, and will be returned only at the end of the period of sale by auction and will not be adjusted against delivery of the material.

7. BALANCE PAYMENT:

For arising and stores scrap section payment should be done in advance for every truck load. For equipment sale payment should be done before dispatch.

8. PANALTY/DELIVERY:

The purchasers are required to lift the materials from site within 3 days of intimation of one truck load being ready Failing THEIS PRECISION STEEL INDIA PVT LTD. will add Rs. 0.15 on every RS. 100/-per day as ground rent from the 4th day after intimation up to 10 days after such intimation. Thereafter the contract is liable to be cancelled and the Earnest Money deposit will be forfeited. In that case Scraps will be sold to other buyers to be decided by the owner. To avoid this situation, it is strongly recommended that dispatch destination along with road permit etc. are to be given to THEIS PRECISION STEEL INDIAPVT LTD at the beginning of the contract so that the Company can itself arrange for dispatches as soon as a truck load is ready. Failure to remove material /equipment on part of buyer's within 30 days of sale will lead to ground charges of Rs. 0.15/Rs. 100 per day from 31 st day of sale and forfeiture of earnest money on 61st day from the sale.

Failure to take the delivery of material within the stipulated time will lead to forfeiture of the EMD amount paid by purchaser in all categories material.

9. The purchaser shall not be entitled to re-sell any lot or part of a lot while the goods are still within the premises of THEIS PRECISION STEEL INDIA PVT LTD and no delivery would be affected be THEIS PRECISION STEEL INDIA PVT LTD to any person or persons other than the purchasers whose names are mentioned in the delivery order.

10 When goods are sold subject to a reserve price and a final bid which has not reached that price may at the discretion of THEIS PRECISION STEEL INDIA PVT LTD's

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Representative supervising the auction be registered for transmission to THEIS PRECISION STEEL INDIA PVT LTD for consideration provided the party pays a deposit as indicated against each item. The bid so registered shall be binding on the bidder for ten working days from the date of auction during which period the decision of THEIS PRECISION STEEL INDIA PVT LTD will be communicated to the bidder if any in the event of the bid being rejected by THEIS PRECISION STEEL INDIA PVT LTD or no decision being communicated by THEIS PRECISION STEEL INDIA PVT LTD within 10 days as aforesaid the deposit will be refunded without any interest by THEIS PRECISION STEEL INDIA PVT LTD.

11. All purchasers of the lots before actually sorting and collecting purchased materials from inside the works should contact THEIS PRECISION STEEL INDIA PVT LTD officer Safety & Accident Prevention Services to get themselves fully acquainted with safety rules and regulations. Purchaser will be allowed to start collecting materials only when they have confirmed in writing that they are agreeable to follow the various safety rules and works regulations.
12. In the event of non-compliance of clauses 8 & 9 here of by the purchaser in respect of taking delivery of materials the purchaser will be entitled to get back the Earnest money deposit only after deduction of all costs, charges, losses and incidental expenses to be incurred by THEIS PRECISION STEEL INDIA PVT LTD for disposal of the goods which in the opinion of THEIS PRECISION STEEL INDIA PVT LTD are reasonable. Save as above, the purchaser will have no claim whatsoever against THEIS PRECISION STEEL INDIA PVT LTD and the purchaser also shall not dispute the quantum of costs, charges, losses and expenses for disposal of the goods that may deducted from the Earnest money deposit by THEIS PRECISION STEEL INDIA PVT LTD at its discretion which shall be binding on the purchaser The Purchaser will have no claim and/or lien over the materials.
13. Notwithstanding anything contained in the last preceding clause and subject to clause 7 here of THEIS PRECISION STEEL INDIA PVT LTD, may on application made by the purchaser within the time allowed for removal of the goods as provided in clauses 8 and 9 here of allow the Purchaser such time for removal as the Company in its absolute discretion think fit and upon payment by the purchaser to THEIS PRECISION STEEL INDIA PVT LTD of the ground rent/charges at such rate or rates and on such terms and conditions as may be fixed and/or provided by the Company in its absolute discretion.
14. From the time of sale and until removal the goods shall remain in the premises of

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THEIS PRECISION STEEL INDIA PVT LTD at the risk of the purchaser.

15. In case the Purchaser requires any service or facility from THEIS PRECISION STEEL INDIA PVT LTD for dismantling, loading or removing the goods, THEIS PRECISION STEEL INDIA PVT LTD may be without being under any obligation to do so provide the same,
16. (a) The necessary costs, charges and expenses for such service or facility as mentioned in Clause 20 hereof must be paid by the purchaser and for this purpose the Purchaser must deposit with THEIS PRECISION STEEL INDIA PVT LTD. such amount or amounts may be required by THEIS PRECISION STEEL INDIA PVT LTD. All costs, charges and expenses for such service will be recovered from the amount so deposited and the surplus if any, Would be refunded to Purchaser. The amounts so deposited will not carry any interest. In case the amount deposited falls short of the charges payable under this clause, the purchaser shall immediately on requisition by THEIS PRECISION STEEL INDIA PVT LTD pay the additional amount.
 - (b) Purchaser will have to make their own labor arrangements for loading the materials on to the truck.
 - (c) Crane will be provided if available only for which the hire charges will be Rs, 50/- per M.T extra.
17. At the time of obtaining delivery of the goods, the purchaser shall not be entitled to pick or choose any particular item or items from the lots sold to purchaser. The Purchaser will have to operate the lot from one side of the heap until the quantity is lifted.
18. The weights recorded on the Company weigh bridge will be final and binding on both parties. No complaints of shortage in weight will be entertained.

The Purchaser shall be wholly responsible for obtaining any allotment of wagons from the Railways for the purpose or removal of the goods purchased by the purchaser and also for all demurrage and other expenses incurred by the purchaser in respect hereof. THEIS PRECISION STEEL INDIA PVT LTD shall not be liable for any claim by the Railway Authorities in respect of damages to the Railway wagon allotted against the application for allotment for wagons made on behalf of the purchaser. If there shall be any such claim by the Railways on THEIS PRECISION STEEL INDIA PVT LTD even after delivery of the materials, THEIS PRECISION STEEL INDIA PVT LTD will claim the amount involved from the purchaser and the purchaser will be liable for payment of all such claims.

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19. They shall not be liable for or be bound in any manner for any representation or statements which are not contained in the general conditions of sale and/or catalogue or are contrary to and inconsistent therewith purported to be made the auctioneers if any and/or officer upon of THEIS PRECISION STEELINDIAPVTLTD.
20. Any dispute arising out of the auction Sale shall be decided by the courts in Navsari and by no other courts. The courts in Navsari shall have the exclusive jurisdiction to adjudicate any such dispute.
21. All Complaints or whatsoever nature should be referred to the Head (Support Services) immediately by the parties concerned
22. Purchaser are warned that any attempt to misuse Gate pass, Challans authorizing delivery or any such documents will open them to serious penalties or such other action as may open to THEIS PRECISION STEEL INDIAPVTLTD.

The Purchasers should therefore ensure that important documents relating to sale are in the custody only of trustworthy and responsible person.

23. In any non-ferrous matel is fond in any of the lots while effecting delivery, the same shall be treated as THEIS PRECISION STEEL INDIA PVT LTD's property except where such non-ferrous matel are specifically mentioned. The purchaser shall not lift from the lots any such pieces containing non-ferrous metal and shall have no claim to the same or ask for compensation on account thereof.
24. The general condition of the goods against all lots of the catalogue shall be treated as rejected obsolete and condemned unless otherwise specifically mentioned against the items or lots
25. Delivery of goods sold shall be granted during working hours on all days (other than Weekly holidays) between 9 a.m. to 3 p.m. and on Production of dispatch advice issued by the department concerned of THEIS PRECISION STEEL INDIA PVT LTD or the auctioneers as the case may be and a signed copy of THEIS PRECISION STEEL INDIA PVT LTD's authorization letter for taking delivery, Deliveries will not be effected on any days being holidays observed in the works,
26. THEIS PRECISION STEEL INDIA PVT LTD shall not be liable for non-performance of any contract either whole or in part nor for any delay in performance resulting from or due to any cause beyond THEIS PRECISION STEEL INDIA PVT LTD's control including fires, strikes, go-slow, lock-out, closure, dispute with workmen, uncertain and

unstable labor situation, war, riots, civil commotion, pestilence, epidemics, floods, accidents, damages or accidents to machinery, shortage of wagons, shortage of fuel, shortage of any raw materials, shortage of labor, Government of Railway restriction, acts, demands or requirement of Government, force measure or any circumstance beyond the control of THEIS PRECISION STEEL INDIA PVT LTD whether directly due to or in consequence of the aforesaid causes or not and the existence of such causes or consequences shall operate to extend the time of the performance on the part of THEIS PRECISION STEEL INDIA PVT LTD by such period as may be necessary to enable THEIS PRECISION STEEL INDIA PVT LTD to effect performance after the cause of delay shall have ceased to exist. Should THEIS PRECISION STEEL INDIA PVT LTD so determined it shall be entitled at anytime on notice to the purchaser to cancel any contract the performance of which is likely to be delayed by any of the causes aforesaid and in such cases the Purchasers shall have no claim upon THEIS PRECISION STEEL INDIA PVT LTD of any kind. The provision of this paragraph shall not be limited or abrogated by any other terms of the contract whether printed or written nor will the provisions of this clause abrogate or limit the effect of any other clause mentioned in this catalogue.

27. In the event of any designation of an official of THEIS PRECISION STEEL INDIA PVT LTD mentioned in these General Conditions of Sale being replaced at any time by any other designation such designation shall be deemed to be substituted by the corresponding new designation wherever it occurs in these General Conditions of Sales.
28. If it is detected at any time the customer had loaded a material and/or materials for which he is not auction purchaser THEIS PRECISION STEEL INDIA PVT LTD will be within its rights to detain the truck, unload the materials at the cost and expense of the customer and take such other and further action as may deem fit and necessary for the purpose.
29. The above terms and conditions shall form part of the auction contract with the successful Auction/Tender bidder.
30. Any part having outstanding with the company will not be eligible for bidding.
31. No proxy will be allowed to bid except with proper authorization from the original bidder. The Company will deal only with persons/firms whose names are registered on day of auction.
32. Sales tax declaration from wherever application should be submitted before end of the auction sale period.

Sr. No.	Category No. & Location	Description Of the Material	Appx.Monthly arising Quantity 15%	Earnest Money Deposit	Sales Tax
1	S-11	"Defective Strips, Coil Scrap of all the grades. This consist of strips in coil form.This will be in full hard as well as in annealed condition and can have unrolled ends. Minimum length will be 8 feet" (Excise Duty payable)	80 MT stock + 80 Mt arising	5% of invoice value	
2	S-12	Slitting scrap side trimming of CR of mix grade, including loose box strapping, chopped CR scrap, small CR cut pcs of length less then 2 ft., Lab. Test samples Edge Protectors of HR Coils, Profile Binding Wires, Cut Pieces of Sticker Coils. (Excise Duty payable)	50 MT stock + 50 MT arising	5% of invoice value	
3	S-12B	Scrap in bale form	80 MT stock + 30 MT arising	5% of invoice value	
4	S-15	Slitting Scrap side Trimming of H.R. Coils of mix grades (Excise Duty payable)	50 MT stock + 50 MT arising	5% of invoice value	
5	S-21 A	Baby Coils of Mixed Quality, arising from Mill Breakage Wt. 600 Kg.max., size 230 to 460 MM (Excise Duty payable)	23 MT	5% of invoice value	
9	S-01	a) Prime quality CR Strips of Mild steel quality This is a prime material and will be as per the prime specification and in width 5.0 mm and above,thickness in the range of 0.08mm to 3.5mm.Materials will consist of all tempers and coil weight will be 0.5 kg/mm minimum.(Excise Duty payable)	20 MT	5% of invoice value	
9a	S-02	Prime quality Strips other than Mild steel quality This is a prime material and will be as per the prime specifications in the width 5.0 mm and above ,thickness in the range of 0.08 mm to 3.5 mm.material will consist of all tempers and coil weight will be 0.5 kg/mm minimum.(Excise Duty payable)	35 MT	5% of invoice value	

10	S-03	C.R.Strips, rejected due to materials or processing defect.This will include trims and all grades of steel.(Excise Duty payable)	30 MT	5% of invoice value	
12	S-29	HR End cuts (Excise duty payable)	2 MT	5% of invoice value	
13	S-36	Steel Scrap of MS coils with Stickers	4 MT	5% of invoice value	