

## Online E-Auction Sale

By **MURRAY & CO.,**

234, V M Street, Mylapore, Chennai – 600004

Under instructions from

**M/s. SCHWING Stetter (India) Private Limited,**

F75, SIPCOT Industrial Park, Irungattukottai, Sriperumpudur Taluk, Kanchipuram District - 602117

E-Auction on [www.murrays.in](http://www.murrays.in)

**Commencing at 14:00 p.m. on 03 August 2020**

### Terms and Conditions

1. The E-Auction sale is conducted by **MURRAY & CO.,** hereinafter known as the **AUCTIONEER**, under instructions from **M/s.SCHWING Stetter (India) Private Limited** hereinafter referred to as the **COMPANY**.
2. Prospective tenderers should inspect the materials before tendering their offers. Inspection can be had on **01/08/2020 between 9 a.m. to 4 p.m.** at **M/s. SCHWING Stetter (India) Private Limited, D6, F71, F75 & G12 Plants, SIPCOT Industrial Park, Irungattukottai, Sriperumpudur Taluk, Kanchipuram District-602117.** Contact person –Mr. G. Pragasam Mobile No. 91766 06341 (D6 Plant), Mr. Varadharajan Mobile No. 91766 06172 (F71 Plant), Mr.P.Srinivasa Rao, Mobile No.91766 06298 (F75 Plant) & Mr.D.Rengarajan, Mobile No. 91761 10365 (G12 Plant). Prospective purchasers should produce a copy of email from Murrays and/ or the catalogue at the gate to be admitted inside the premises for inspection.
3. The lots are offered for sale on the assumption that the purchasers have inspected the materials. The principle of `Caveat Emptor` will apply. No sale shall be invalidated for reason of the purchaser not having inspected the materials. By submitting their bids, bidders shall waive all objections with regard to the quantity, quality, weight, etc.,
4. All prospective purchasers must wear Safety Shoes and follow the factory safety rules & regulations during inspection.
5. Bids should be submitted only through the Online e-auction Portal [www.murrays.in](http://www.murrays.in). All bidders desirous of submitting their online bids should register themselves on the said portal by going through the two stage registration process, providing the necessary documents and charges. No party would be able to take part in the sale without prior registration on the said portal. While registering, bidders should make sure their name, address, PAN, GSTIN are correctly entered. Bidders should note that under no circumstances will requests for raising receipts, invoices on a different name be considered.
6. Registered bidders can take part in the sale and submit e-bids for any of the lots, subject to remitting the necessary Lot Deposit indicated herein-under. The lot deposits may be paid either through online transfer by obtaining the bank account details from the AUCTIONEER or through DD/ PO favouring MURRAY & CO., payable at Chennai. Deposits must be paid well in advance, not less than three hours before the close of the online event. In case of online remittance, credit will be given to the party only on receipt of moneys into the designated bank account and provide the UTR/ Bank Reference number to enable the AUCTIONEER to verify the same.
7. Bidders should shortlist lots, assign deposits for the same and make their bids from the Bidding Room, where they would have three options of bidding namely, Flexi Bid, Next Bid and Auto Bid and can utilise any of the three bidding options to record their progressive bids. All bids must be made only per Unit of Measurement (UoM) and shall be exclusive of GST as applicable & TCS.
8. Bidders can submit their bids from **14:00p.m. onwards on 03/08/2020.** The online auction will be subject to auto-extensions. If any bid is made in the last three minutes of the auction, the end time will automatically be extended by another three minutes, allowing all bidders equal opportunity to submit bids. The auction will be closed when there are no further competing bids at the end time, scheduled or extended. All bids must be placed before the end time indicated against each lot. Bidders are advised to not wait till the last seconds to submit their bids.
9. All times indicated are only as per the server clock on the portal and no bidder shall be entitled to raise objections that they were not able to place their bids based on any other clock. It is suggested that all bidders place their bids well before the end time. The AUCTIONEER or COMPANY shall not be liable for poor internet connection at the bidder's end and the bidder shall not be entitled to claim or demand extension of time for bidding on any account. The AUCTIONEER or COMPANY may however at their discretion extend the time for close of auction and also vary the starting bid price at anytime, without assigning any reasons therefor.
10. Bids once submitted cannot be withdrawn. While submitting their bids, bidders must take care to ensure that their bid is only the basic rate, exclusive of GST & TCS per UoM. Before recording the bid, the system will prompt the party to check and confirm submission of their bid. By submitting their bids, bidders indicate their acceptance to all the terms and conditions of sale, both the general and lot specific conditions. Bidders should ensure that there are no mistyping in their bids such as additional zeros etc since by submitting their bid, they are bound by the same and can not later raise requests for cancellation on account of any mistyping. The bidders must also closely study and understand the rules of auto-bid before using the option.
11. Once submitted, bids shall not be withdrawn, for a period at least **10 days** from the closing date of e-auction. If any bidder chooses to withdraw his bids before finalisation, the lot deposit will stand forfeited to the COMPANY.

12. Normally, the decision of **M/s.SCHWING Stetter (India) Private Limited, F75, SIPCOT Industrial Park, Irungattukottai, Sriperumpudur Taluk, Kanchipuram District - 602117** would be intimated to the bidders by telephone/email within **7 days** from the date of e-auction. The COMPANY may however, request the bidders to keep their offers open for a further period, not exceeding **3 days** and the bidders shall agree to the same.
13. Subject to reserve price if any fixed by the COMPANY, the highest bids received for each lot would be considered for acceptance. The bidders, whose bids have been accepted by **M/s. SCHWING Stetter (India) Private Limited** shall be the purchasers.
14. The COMPANY reserves the right to accept or reject any bid without assigning any reasons, to negotiate with any of the tenderers for improved rates.
15. Upon acceptance of any of the bids, the COMPANY, will at its discretion apportion the Lot deposit as Earnest Money Deposit (EMD) for the lots allotted to the purchaser, up to the full value of the lot.
16. Acceptance of the bids will be communicated to the purchasers, to the registered email address. It is however the responsibility of the tenderers to ascertain if their offer(s) have been accepted by the COMPANY. Non-receipt of intimation shall not be an excuse for delayed payment.
17. The purchaser has to submit (a) PAN Card, (b) Id & Address Proof (any one of Aadhaar Card, Driving License, Passport, Ration Card), (c) State Registration Copy, (d) GST Registration Copy, (e) Duly filled Biodata Form & (f) photograph to the Security Manager of the COMPANY for records and to Stores Office for creation of Customer Code in SAP. Purchasers would be able to effect payment and take delivery only after compliance of this process and are encouraged to do so immediately after acceptance of their bids.
18. The purchaser shall within **five days** from the date of acceptance of the offer(s), arrange to pay the balance sale value together with GST & TCS for the materials to **M/s. SCHWING Stetter (India) Private Limited** through NEFT/ RTGS. The account details will be provided to the purchaser after acceptance of the bids.
19. If the purchaser fails to remit the amounts as detailed in clause above, the COMPANY may at its discretion, permit the purchaser to remit the amounts for an extended period, subject to payment of penal interest at the rate of 1% on the sale value per day of default, in addition to the amounts detailed above.
20. The materials paid for as per the clauses above should be removed from the factory premises at the purchaser's own cost within **seven days** from the date of acceptance of the offers. The purchasers should fix up the time for delivery with the COMPANY/AUCTIONEERS at least a day prior to the proposed date of delivery and also ensure that the entire sale consideration, including GST & TCS is paid to the COMPANY's account at least a day in advance.
21. Invoices will be raised by the COMPANY only in the name of the purchaser. Under no circumstances will requests for raising invoices in favour of other bidders be considered.
22. The rates of GST & TCS indicated, are as applicable as on date. GST & TCS as applicable at the time of delivery shall be payable extra, along with the sale value. The purchaser shall not be entitled to claim rebate or relief on the basic price, in the event of any changes in government duties, taxes or levies.
23. If the purchaser fails to clear the materials as stipulated in clause above, the COMPANY may at its discretion, permit the purchaser to an extended period for clearance, subject to payment of ground rent at the rate of 1% on the sale value per day of default.
24. Failure on the part of the purchaser to pay for and/ or remove the materials as provided in the clauses above, will result in the forfeiture of the Earnest Money Deposit/ amounts paid, to the COMPANY. In the event of such forfeiture, the COMPANY may dispose of the materials in any manner they may choose to, at the risk and expense of the defaulting purchaser, without any notice to them. The defaulting purchaser will be liable for the loss, if any, incurred from such resale but they shall not be entitled to profits, if any from such re-sale.
25. The purchaser shall arrange for workmen at his own cost for loading the scrap materials on to the lorries. All tools required for loading such as shovels, etc., shall be brought by the purchaser. The purchaser, his workmen and transporters shall observe the rules and regulations of the COMPANY in regard to entry or exit from the COMPANY, safety, etc. The purchaser shall provide all personal protective and safety equipments to the labourers engaged by him and shall not be entitled to claim the same from the COMPANY. The driver of the vehicle should have a valid license and the vehicle should have a valid PU certificate which has to be shown at the time of entering the factory premises.
26. It is the responsibility of the purchaser to know the safety requirements of the COMPANY while carrying out the work. If, even after being advised regarding the safety regulations, the purchaser violates the same, the COMPANY may cancel the contract. In the event of such cancellation the amounts paid by the purchaser will be forfeited and he/they have no claim over the material remaining uncleared.
27. The contract is liable to be terminated without notice in the event of any purchaser's workmen removing or attempting to remove any materials other than those allotted to him or any materials not covered by the contract or removing or attempting to remove any materials covered by the contract in excess of the quantity paid for.
28. The COMPANY will not be liable for any accident or injury to any of the purchaser's workmen or transport men while clearing the materials sold.

29. The materials shall be deemed to be sold by the COMPANY and purchased by the purchaser under the contract once the purchaser pays for the same. Materials, once sold to the purchaser under this contract, shall lie in the COMPANY's premises at the risk of the purchaser and the COMPANY shall not be liable for any damage or loss for any reason whatsoever.
30. The purchaser will be held liable for damages or loss caused to building, property, materials or men by the purchasers' workmen's or transport whether directly or indirectly.
31. The decision of the COMPANY will be final and binding in all matters.
32. For any clarifications on the conditions of sale, if any, contact MURRAY & CO.,

#### LIST OF MATERIALS

Sale No	Reference Lot No	Loc.	Description	Qty	GST %	TCS %	Lot Deposit	Scheduled Sale End Time
10602	E501/20/B001 - 1	D6 Plant	Canteen Utensil Scrap	1 Lot	18	0.75	1000.00	03/08/2020 at 17:00Hrs (5:00p.m)
10603	E501/20/B001 - 2	F71 Plant	Canteen Utensil Scrap	1 Lot	18	0.75	1000.00	03/08/2020 at 17:00Hrs (5:00p.m)
10604	E501/20/B001- 3	F75 Plant	Canteen Utensil Scrap	1 Lot	18	0.75	1000.00	03/08/2020 at 17:00Hrs (5:00p.m)
10605	E501/20/B001 - 4	G12 Plant	Canteen Utensil Scrap	1 Lot	18	0.75	1000.00	03/08/2020 at 17:00Hrs (5:00p.m)

#### MURRAY & CO.

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