

**Online Tender Sale
By MURRAY & CO.**

234, V M Street, Mylapore, Chennai – 600004

**Under instructions from
At M/s. EID Parry (India) Ltd., Sugar Factory,
Sankili Viilage, (Near Vijaya Nagaram) Regidi Amadalavalasa Mandal,
Srikakulam District, Pin- 532 440, Andhra Pradesh.**

**Online Tender Bidding on www.murrays.in
Commencing at 10.00 a.m. on 01st July 2022 &
Ending at 5.00 p.m. on 04th July 2022.**

Terms and Conditions

1. The e-Tender sale is conducted by MURRAY & CO., hereinafter known as the AUCTIONEER, under instructions from **M/s. EID Parry (India) Ltd., Sankili Village, (Near Vijaya Nagaram) Regidi Amadalavalasa Mandal, Srikakulam District. Pin – 532440. Andhra Pradesh.** hereinafter referred to as the COMPANY.
2. Prospective tenderers should inspect the materials before tendering their bids. Inspection can be had on **01.07.2022 & 02.07.2022 from 9.00 a.m. to 4.00 p.m. at EID Parry (India) Ltd., Sankili Village, (Near Vijaya Nagaram) Regidi Amadalavalasa Mandal, Srikakulam District, Pin – 532440, Andhra Pradesh.** For the convenience of the prospective purchasers, the location of the various lots, within the premises, is indicated. The tenderers should inspect the materials at the various locations before submitting the bids. By submitting their bids, the tenderers shall waive all objections with regard to the quantity, quality, weight, measurement etc and the lots are offered for sale on the assumption that the tenderers have inspected the materials. The principal of Caveat Emptor will apply. No sale shall be invalidated for reason of the purchaser not having inspected the materials.
3. All prospective tenderers must Safety Shoes and follow the factory safety rules & regulations during inspection.
4. Bids should be submitted only through the Online Auction Portal www.murrays.in. All parties desirous of submitting their online tender 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, parties should make sure their name, address, PAN, GSTIN are correctly entered. Parties should note that under no circumstances will requests for raising receipts, invoices on a different name be considered.
5. Registered parties can take part in the sale and submit 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 IMPS/NEFT/RTGS or 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. The party should provide the UTR/ Bank Reference number to enable the AUCTIONEER to verify the same.
6. Parties should shortlist lots, assign deposits for the same and make their bids from the Bidding Room. Where the materials are sold on weight/number basis, bids should be made as rate per Kg. or number as the case may be. For materials offered for sale on lot basis, tender quotations should be given on lot basis only. All bids shall be exclusive of GST & TCS as applicable.
7. Parties can submit their bids from **10:00 a.m. on 01-07-2022.** All bids must be placed before the end time indicated against each lot. There will be no time extension and the lot will automatically close at the end time.
8. All times indicated are only as per the server clock on the portal and no party 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 parties place their bids well before the end time.
9. The bids should be made only per unit indicated against each lot (per kg./ per No. etc). The offer should be only for the basic rate and exclusive of GST & TCS. Bids once submitted cannot be withdrawn. While submitting their bids parties must take care to ensure that their offer is only the basic rate, exclusive of GST, per unit of measurement (KGS or NOS or LOT as the case may be). Before recording the offer, the system will prompt the party to check and confirm submission of their offer. By submitting their bids, parties indicate their acceptance to all the terms and conditions of sale, both the general conditions and any specific conditions for the lots, if any. Parties should ensure that there are no mistyping in their bids such as additional zeros etc since by submitting their offer, they are bound by the same and can not later raise requests for cancellation on account of any mistyping.
10. Bids, once submitted, shall not be withdrawn, for a period not more than 15 days from the closing date of tender. If any tenderer chooses to withdraw his offer before finalisation, the lot deposit will stand forfeited to the COMPANY. The COMPANY reserves the right to reject any or all the bids, without assigning any reasons therefor.
11. All the bids are subject to acceptance by the COMPANY. All tenders received by the closing time will be opened jointly by the officials of EID Parry (I) Ltd. and MURRAY & CO. Normally, the decision of EID Parry (I) Ltd. would be intimated to the parties by telephone/email within 7 days from the closing date of tender. The COMPANY may however, request the parties to keep their bids open for a further period, not exceeding 15 days and the tenderers shall agree to the same.
12. Subject to reserve price if any fixed by the COMPANY, the highest tender bids received for each lot would be considered for acceptance. The tenderers, whose bids have been accepted by EID Parry (I) Ltd. shall be the purchasers.
13. The COMPANY however reserves the right to record any or all the bids subject to subsequent confirmation. It is the responsibility of

the tenderer to ascertain from the COMPANY or the AUCTIONEER if their bids have been accepted. Non-receipt of intimation of acceptance cannot be given as reason for delay in payment of balance amount.

14. The COMPANY also reserves the right to negotiate with the highest tenderer(s) for increased offer(s) for any or all lot(s) and in the event of the highest tenderer(s) not being able to or agreeable to match the price required by the COMPANY, the COMPANY may negotiate with any of the other tenderers.
15. The lot deposit paid by the successful purchasers will be assigned as EMD for the lot.
16. All Receipts, Invoices, Gate Passes, etc., will be issued only in the name of the purchaser as registered on the portal. Request for name change will not be considered under any circumstances and no amendment / change of name will be permitted after acceptance of the bids.
17. The purchaser should remit the balance sale value together with GST & TCS, if any to EID Parry (India) Ltd., Sankili within **seven days** from the date of confirmation of the offer. **Payments shall be made only by way of RTGS/NEFT favouring EID Parry (India) Ltd., payable at Rajam Branch. Cash payments shall not be accepted.** In case the purchaser fails to remit the balance sale value as stipulated, the Company may, at its discretion permit extension of time for payment of balance value, subject to the purchaser paying interest at the rate of 0.25% per day of default on the balance sale value, along with the balance amounts.
18. If the tenderer fails to remit the balance amount within the time allowed, the tender deposit will be forfeited to the Company and the purchaser will have no claim over the amounts paid or the materials.
19. The lots paid for as per clause above, should be removed from the site of accumulation by the purchaser at his cost within **ten days** from the date of confirmation of the offer. In case the purchaser, after payment of the amounts, fails to take delivery as stipulated, the Company may, at its discretion permit extension of time for delivery on payment of ground rent at the rate of 0.25% on the sale value or part thereof.
20. The purchaser should clear the entire accumulation from the site, irrespective of the quantity. If the quantity available is in excess of the declared quantity, the purchaser shall clear the excess quantity at the same rate, after payment at the Company.
21. If the purchaser wishes to take delivery of the materials allotted to him through a representative, the representative should produce a letter addressed to the Company written and signed by the purchaser to that effect at the time of delivery. In such cases of delivery to an authorised representative, the Company shall not be responsible for any mistake that may appear to have been made while acting under such request. The authorised representative shall act in accordance to the rules of the Company and shall be assumed to have agreed to all the terms and conditions of the tender. The Invoice and other delivery documents will be raised only in the name of the original tenderer.
22. If the tenderer fails to clear the materials within the time allowed, the entire amounts paid by the purchaser will be forfeited to the Company and the purchaser will have no claim over the amounts paid or the materials..
23. In the case of forfeiture as per clauses above, the Company will at its discretion and without notice to the defaulting purchaser, sell the materials by private negotiation or public auction, at the risk and expense of the defaulting purchaser. In such a re-sale, the defaulting purchaser will not be entitled to any profits but should make good any loss incurred by the Company.
24. The purchaser will be responsible for the conduct and behavior of the employee/labourers engaged by him/them. If any tenderer or his authorised employee/labourer indulges in any malpractice or any action whatsoever detrimental to the interest of the Company, action will be taken against such person involved as per Company regulations. The purchasers should also ensure that no person below 18 years or no woman labourer is engaged by him/them on their behalf.
25. The purchasers shall be responsible for and shall reimburse the Company for any damages or loss caused to its employees or property while taking delivery of the materials purchased or due to any cause in which the purchaser or his representatives/ labourers/ transport agents are involved.
26. The Company will not and cannot be held responsible and liable for any injury or death that may be caused either to the purchasers or his/their representatives/labourers resulting from accidents or any other cause while working within Company premises. The Company cannot also be held responsible for any damage caused to the materials resulting from any accident or any other cause while clearing the machinery/equipment from the Company premises.
27. All purchasers & their labourers shall strictly follow the rules and regulations of the Company and abide by all safety rules. All persons entering the premises for clearance of scrap materials shall be covered under Insurance and PF. The purchaser shall bear the costs of such insurance and PF cover for all his labourers.
28. All materials would be lying at the risk of the tenderer from the time of acceptance of the tender.
29. In case of any dispute, the decision of the Company will be final and binding on all the parties.
30. By submitting their tenders, all parties would be deemed to be in agreement with the conditions set out hereinabove.

LIST OF MATERIALS OFFERED FOR SALE

Sale#	Reference # / Lot #	Description	Qty	UoM	GST %	TCS %	Lot Deposit	Sale End Date & Time
19902	E011V/22/U003 - 1	Scrapped Brass Tubes	2700	Kgs	18	1	150000.00	04-07-2022 at 17.00Hrs (5.00p.m.)

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