

Online Tender Sale

on www.murrays.in
By MURRAY & CO.,

234, V M Street, Mylapore, Chennai – 600004

Under instructions from

Carborundum Universal Limited., Industrial Ceramics Division,

No.47, SIPCOT Industrial Complex, Hosur-635 126

Commencing at 10:00 a.m. on 09th December 2024

Ending at 5:00 p.m. on 09th December 2024

Terms and Conditions

1. This online tender sale is conducted by MURRAY & CO., hereinafter known as the AUCTIONEER, under instructions from **M/s.Carborundum Universal Limited.,Hosur - 635126** hereinafter referred to as the COMPANY.
2. Prospective tenderers should inspect the materials before making their bid, since no complaint regarding the quality, description, quantity, etc. will be entertained once the tender is submitted. All materials are offered for sale in 'as is where is' basis and the principle of Caveat Emptor will apply. Inspection can be had on **03/12/2024 to 09/12/2024 from 10:00a.m. to 3:00 p.m at Carborundam Universal Ltd.,Hosur - 635126**. No sale shall be invalidated for reason of the bidder not having inspected the materials. By submitting their online bids, bidders shall waive all objections with regard to the quantity, quality, weight, measurement, etc.
3. Online tender bids are to be made on the portal www.murrays.in. Prospective bidders must go through the one time registration process on the portal, submit the necessary documentation and pay subscription before being able to participate in the online sale event.
4. Registered parties can take part in the sale and submit online bids for any of the lots, subject to remitting the necessary Lot Deposit indicated hereinunder. 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, UTR/ Bank Reference number should be provided to the AUCTIONEER to verify the remittance. Credit will be given only on receipt of moneys into the designated bank account. AUCTIONEER shall not be liable for delays at the bank.
5. Bidders 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, offers should be made as rate per Kg. or number as the case may be. All bids shall be exclusive of GST as applicable & TCS, if any.
6. Before recording the bid, the system will prompt the party to check and confirm submission of their bid. 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 lot. Bidders should ensure that there are no mistyping in their bids such as additional zeros, etc., since by submitting their bids, they are bound by the same and can not later raise requests for cancellation on account of any mistyping.
7. Bids can submit on the portal from **10:00 a.m. on 09/12/2024**.
8. **All bids must be placed before 05:00 p.m. on 09/12/2024. There will be no time extension and the lots will automatically close at 5:00 p.m. on 09/12/2024.** Bidders are advised to submit their bids well before the end time. 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. Bids should be made only per unit indicated against each lot (per kg./ per No. etc). Bids 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 bid is only the basic rate, exclusive of GST & TCS, per unit of measurement (KGS or NOS or LOT as the case may be).
10. Bids, once submitted, shall not be withdrawn, for a period not more than fifteen days from the closing date of bids. If any bidder chooses to withdraw his bids before finalisation, the lot deposit will stand forfeited to the COMPANY.
11. All the bids are subject to acceptance by the COMPANY. The COMPANY reserves the right to reject any or all the bids, without assigning any reasons therefor. All bids received by the closing time will be opened by the COMPANY or the AUCTIONEER, under instructions from the COMPANY.
12. Normally, the decision of the COMPANY would be intimated to the parties by telephone/ email within ten days from the closing date of tender. The COMPANY may however, request the parties to keep their offers open for a further period, not exceeding five days and the bidders shall agree to the same.
13. Subject to reserve price if any fixed by the COMPANY, the highest bidders received for each lot would be considered for acceptance.
14. The COMPANY reserves the right to negotiate with the bidders in the event of the highest bids not meeting the reserve/ expected price. Such negotiations will normally be with the highest bidders but in the event of the highest bidders not being able to or agreeable to match the price required by the COMPANY, the COMPANY may negotiate with any of the other bidders. The COMPANY may instruct the AUCTIONEER to carry out negotiations on its behalf.
15. The bidders, whose bids have been accepted by the COMPANY shall be the purchasers.
16. The lot deposit paid by the purchasers will be assigned as Security Deposit for the lot. The Security Deposit will not be adjusted against the material value & will be retained by the AUCTIONEER/ COMPANY as security against proper fulfilment of the contractual obligations by the purchasers.
17. 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 offers.
18. The sale value together with GST & TCS if any, should be remitted to the COMPANY on or before **15/12/2024**.

19. In case the purchaser fails to remit the sale value as stipulated above, the COMPANY may at its discretion, grant extension of time to the purchaser to pay the balance amount together with duties, taxes and levies, subject to the purchaser paying penal charges at the rate of 0.25% per day of default, subject to a minimum of Rs. 50/- per day of delay, on the sale value.
20. After payment of the amounts as per the clauses above, the lots should be removed by the purchaser at their cost from the site on or before 28/08/2024. If the purchaser fails to take delivery as above, the COMPANY may at their discretion give extension of time for delivery, subject to the purchaser paying ground rent at the rate of 0.25% on the sale value per day or part thereof, subject to minimum of Rs.50/- per day of delay.
21. The quantity declared is only approximate and the purchasers should clear the entire accumulation at the contracted rate, irrespective of the quantity. In the event of the actual quantity being more than the declared quantity, the value GST and TCS for the excess quantity shall be paid before the vehicle is permitted to leave the factory. In the event of the quantity being less than the declared quantity, the excess amount will be returned without interest within 7 days of completion of clearance.
22. Subject to the penal clauses stipulated herein, the security deposit paid by the purchasers will be returned without interest within 7 days of completion of clearance to the full satisfaction of the COMPANY.
23. If the purchaser fails to remit the sale value within the time allowed, the deposit remitted will be forfeited. In case the purchaser, after payment of the entire value, fails to take delivery of the materials within the stipulated time, the entire amount paid by the purchaser will be forfeited and the materials remaining uncleared will be treated as abandoned. The purchaser will have no claim whatsoever over the materials or the amounts paid.
24. In the event of forfeiture, the materials will be sold either by private negotiation or otherwise, at the discretion of the COMPANY, at the risk and expense of the defaulting purchaser. The defaulting purchaser shall not be entitled to any profits on the re-sale but should make good any loss in the same.
25. The materials will lie at the risk of purchasers from the time of acceptance of the offers. The purchasers shall engage his/their own employees or labour and transport for clearance of the materials from the COMPANY premises at his/their cost subject to the COMPANY security, discipline and regulations.
26. The purchasers shall engage their own labour/ man power and equipments for taking delivery and shall not be permitted to utilise the contract labourers of the COMPANY for loading. All labourers engaged by the purchaser shall wear Safety Shoes at the time of taking delivery of the scrap materials and they have to follow the factory safety rules & regulations.
27. The purchasers should inform the COMPANY in writing of the details of employees/ labourers to be engaged by him/them for removal of the materials. The purchaser will be responsible for their conduct and behaviour of the employee/labourers engaged by him/them. If any purchaser or his authorized employees/ labourers indulge 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.
28. Purchasers should ensure that no person below 18 years or no woman labourer is engaged by him/them in their behalf. The purchasers should undertake to 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 successful tenderer/ representatives/ labourers/ transport agents are involved.
29. 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 scrap/ machinery/ equipment from the COMPANY premises.
30. 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.
31. Empty and laden weight of the vehicles must be ascertained only on weigh bridges named by the COMPANY. If the COMPANY so desires, they may require weight to be checked on more and 1 weigh bridge and in such an event the higher of the weights would be considered to be final. The vehicle will be accompanied by officials of the COMPANY both during empty and laden weight ascertainment. Purchasers shall make sure that all tools and materials brought in the vehicle are unloaded prior to ascertaining empty weight. All such tools shall be loaded on the vehicle only after completion of loading and ascertaining laden weight.
32. In case of any dispute the decision of COMPANY will be final and binding on all the parties. The decision of the COMPANY will be final and binding in all matters. By submitting his bids, the purchaser expressly indicates his agreement and acceptance to all the Conditions stipulated herein-above.
33. For other conditions contact MURRAY & CO., No.234, V M Street, Chennai-4.

MATERIALS OFFERED FOR SALE

Sale No	Reference No	Lot #	Description	Approx. Quantity	GST %	TCS %	Lot Deposit (₹)
33440	E074H/24/U010	01	Portable Container Loading Unit	1No	18	1	10000.00
33441	E074H/24/U010	02	CNC Router - EC/METZ1	1No	18	1	7500.00
33442	E074H/24/U010	03	Refrigerator - 180Ltrs	1No	18	1	500.00
33443	E074H/24/U010	04	Floor Cleaning Machine - 3 Nos	1Lot	18	1	1000.00
33444	E074H/24/U010	05	Vacuum Packing Machine	1No	18	1	3000.00
33445	E074H/24/U010	06	Conveyor	1No	18	1	500.00

Sale No	Reference No	Lot #	Description	Approx. Quantity	GST %	TCS %	Lot Deposit (₹)
33446	E074H/24/U010	07	Air Conditioners 3 Nos	1Lot	18	1	2000.00
33447	E074H/24/U010	08	750 KVA DG Panel Board	1No	18	1	3000.00
33448	E074H/24/U010	09	Magnetic Powder Sieving Machine	1No	18	1	3000.00
33449	E074H/24/U010	10	Motor - 3 Nos	1Lot	18	1	2000.00
33461	E074H/24/U010	11	Impulse generator panel	1No	18	1	3000.00
33462	E074H/24/U010	12	CNC Router - WC	1No	18	1	20000.00
33463	E074H/24/U010	13	60TR ECT Chiller	1No	18	1	50000.00
33464	E074H/24/U010	14	Inconel Muffle	1No	18	1	30000.00
33465	E074H/24/U010	15	Moly heaters and plates	1Lot	18	1	15000.00

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