

**Tender Sale**  
**By MURRAY & CO.,**  
Under Instructions from and at  
**E.I.D.Parry (India) Ltd., Aranthangi Sugar Factory,**  
**Kurumbur - 614 622, Pudukkottai District.**  
**Tender No.D011B/11/T002 due on 18.02.2012 by 11 a.m.**

**Conditions of Tender Sale**

1. The tender sale is conducted under instructions from E I D Parry (India) Ltd., Aranthangi Sugar Factory, Kurumbur-614 622, Pudukkottai District. hereinafter referred to as the Company, by *MURRAY & CO.*, hereinafter referred to as the Auctioneer.
2. All materials are offered for sale on 'as is where is' basis. Prospective purchasers should inspect the materials at the factory before submitting their offers. **Inspection can be had on 16.02.2012 & 17.02.2012 during factory working hours and on 18.02.2012 between 8.30 a.m. to 10.30 a.m. at E.I.D Parry (India) Ltd., Aranthangi Sugar Factory, Kurumbur-614 622, Pudukkottai District.** The tenderers should inspect the materials before submitting the tender. By submitting their offers, 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. Tender should be submitted in the prescribed tender form **on or before 18.02.2012 by 11 a.m. at E.I.D Parry (India) Ltd., 138, Aranthangi Sugar Factory, Kurumbur-614 622, Pudukkottai District.** The tender forms will be available at E I D Parry (India) Ltd., Kurumbur on the dates of inspection and will be issued on payment of the required Group Deposit, by way of Demand Draft favouring MURRAY & CO., drawn on any Scheduled Bank at Chennai or by cash. Cash payments towards tender deposit will not be entertained. Offers not made in the prescribed tender document shall not be entertained.
4. Offers should be submitted exclusive of Excise Duty & Value Added Tax. **Excise duty, if any and VAT as per TNVAT Act as applicable at the time of delivery should be paid extra.**
5. Offers should be given separately for each individual lot. Where the materials are sold on weight/number basis, offers 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.
6. The tender form should be complete in all respects. Incomplete tender forms are liable to be rejected. The name, address, contact numbers should be written legibly in the spaces provided. The tenderer shall quote his PAN, Excise Registration No. & TIN (Tax Identification Number) in the tender form and invoices will be raised by the COMPANY only in the name given in the tender form. Under no circumstances will requests for raising invoices in favour of parties other than the tenderer be considered.
7. All 4 pages of the tender form should be submitted and the **tenderer should not remove any portion of the tender form.** If the complete tender form is not submitted, the offers are liable to be rejected
8. The COMPANY reserves the right to increase or decrease the quantity in the lots and of withdrawing any or all the lot(s) from the sale. The COMPANY also reserves the right to identify the items belonging to each lot and their decision will be final and binding.
9. Subject to reserve price if any fixed by the COMPANY, the highest tenderers shall be the purchasers.
10. All the offers are subject to acceptance by the COMPANY. Normally the offers will be accepted within 2 days from the due date of tender. The COMPANY reserves the right to record any or all the offers subject to subsequent confirmation. It is the responsibility of the tenderer to ascertain from the COMPANY or the AUCTIONEER if their offers have been accepted. Non-receipt of intimation of acceptance cannot be given as reason for delay in payment of balance amount. The tenderers whose offers are accepted by the COMPANY shall be the purchasers.
11. Offers, once submitted, shall not be withdrawn. If any tenderer chooses to withdraw his offer before finalisation, the tender deposit will stand forfeited to the COMPANY. The COMPANY reserves the right to reject any or all the tenders, without assigning any reasons therefor.
12. Offers shall be made only in the manner specified in the tender form/ sale notice. The COMPANY reserves the right to reject offers, which are not in the manner as required. All offers shall be made exclusive of Excise duty & VAT. Incomplete tenders, tender offers with counter proposals and combined offers are liable to be rejected.
13. 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.
14. The group deposits indicated are only for ease of operation and to facilitate the tenderers to submit offers. On acceptance of any lot(s), the tender deposit submitted with the tender will be apportioned as EMD for the lots for which the offers are accepted or recorded subject to confirmation, in the manner the COMPANY deems fit. The COMPANY reserves the right to apportion the entire tender deposit, as EMD for the lots and the purchaser shall be agreeable to the same.
  15. **All receipts, invoices, gate passes etc., will be issued only in the name of the purchaser as indicated in the tender form i.e., the highest tenderer. Requests for name change are normally not considered and no amendment/change of name will be permitted after acceptance of the offers.**
  16. Time for payment of balance amount together with Excise duty & VAT:  
For all Lots except Lot Nos.1 & 2 - Seven working days from the date of confirmation of offer  
For Lot Nos.1 & 2 - Fifteen working days from the date of confirmation of offer.
  17. The balance amount is to be paid at the office of the Auctioneer.
  18. The rates of Excise duty & VAT indicated are as applicable at the time of tender finalisation. Any changes to the same, if announced by the statutory authorities shall be applicable from the date of such announcement and the purchaser shall not be entitled to claim reduction in basic price or cancellation of sale allotment due to such changes. Excise duty and VAT as per TNVAT Act, as applicable at the time of delivery should be paid extra along with the balance amount.
  19. Payments can be made on all working days, between 10:00a.m and 3:00p.m on weekdays and between 10:00a.m and 12:30p.m on Saturdays. All payments over Rs.20000/- shall be made only by way of Demand Drafts/ Pay Orders favouring *MURRAY & CO.*, payable at Chennai.
  20. In case the purchaser fails to remit the balance 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, interest at the rate of 0.25% per day of default, subject to a minimum of Rs. 50/- per day of delay, on the balance sale value.
  21. Time for clearance of the lots:  
For all lots except Lot Nos.1 & 2 - Seven working days from the date of confirmation of offer  
For Lot Nos.1 & 2 - Twentyfive working days from the date of confirmation of offer
  22. 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.
  23. Extension of time for payment or delivery shall be at the sole discretion of EID Parry (India) Ltd.
  24. If the purchaser fails to remit the balance amount 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.
  25. 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.
  26. The materials will lie at the risk of purchasers from the time of acceptance of the offers.
  27. 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.
  28. 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 tenderer or his authorized 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 in their behalf.
  29. 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.
  30. 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.

31. 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.
32. 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.
33. For lots where cutting of scrap material is required before loading, only cutting equipments approved by the Company should be used. All safety precautions should be taken while cutting the scrap materials. All cutting torches shall have non-return valves. Only approved cutting torch kits should be used, in the case of using LPG cylinders for cutting purpose.
- 34. In case of any dispute the decision of COMPANY will be final and binding on all the parties.**
- 35. By submitting his tender, the purchaser expressly indicates his agreement and acceptance to all the Conditions stipulated hereinabove.**

**Special Conditions for Lot Nos.1 & 2:**

36. **In addition to the sale value, Excise duty and VAT, the purchaser shall pay security deposit of Rs.750000/- (Rupees Seven Lakhs Fifty Thousand only) for each lot.** The security deposit would be returned to the purchaser, without interest, on proper fulfilment of the dismantling and removal work to the entire satisfaction of the Company.
37. Workmen Compensation Insurance should be taken out in a manner specified by E I D Parry (India) Ltd., and it should cover all the workers at the site from the date of commencement of dismantling upto the date of completion of work.
38. All the labourers working on behalf of the purchaser shall be covered under insurance and PF and the purchaser shall be responsible for compliance with all the statutory provisions and safety regulations. All the workmen should use tested and certified safety belts at all times while working at heights. Life line, if requires, should be installed by the purchaser. All workmen should wear helmets. Two supervisors (one for job supervision and another for safety supervision) should be present at all times at the work site. All dismantling work and working at heights should be stopped by 4 p.m. daily.
39. Two copies of the photographs of all workmen should be provided and handed over to the Company prior to commencement of work.
40. The purchaser at his cost shall provide all necessary scaffolding and barricading. No dismantling work should be started without providing proper scaffolding.
41. On payment of the sale value, Excise duty & VAT and Security deposit and satisfying the insurance and safety clauses set out hereinabove, the purchaser will be allowed to dismantle and remove the equipments.
42. **The time allowed for dismantling and removal of the equipments is twentyfive working days from the date of confirmation of the offer.** In case on the expiry of the time allowed if the work is incomplete, the amounts paid will stand forfeited and the purchaser shall have no claim whatsoever on the materials remaining uncleared and the Company has the right to dispose of such materials in any manner. In the event of such a re-sale, the purchaser shall not be entitled to any profits on the re-sale but shall make good any loss in the same.
43. The purchaser should strictly follow all the safety regulations existing in the Company for the entire work. It is the responsibility of the tenderer to know the safety requirements of the Company while carrying out the work.
44. Dismantled items should be removed then and there and should not be stored at site under any circumstances.
45. The work shall be carried out conforming to the requirements and by-laws of E.I.D.Parry (India) Ltd., Kurumbur..

**LIST OF MATERIALS OFFERED FOR SALE**

<b>Lot #</b>	<b>Description</b>	<b>Qty.</b>	<b>UOM</b>	<b>ED%</b>	<b>VAT%</b>
<b>Group A: Deposit - Rs.150000.00</b>					
1	IJT make 29.1T Water tube boiler: Dumping grate, 29 tons/hr. capacity, Working pressure 14kg/cm2 with super heater, de-aerator, feed pumps, ID & FD fans, economizer, air pre heater, electrostatic precipitator, <b>for dismantling and removal</b>	1	Set	10.30	14.5
<b>Lot #</b>	<b>Description</b>	<b>Qty.</b>	<b>UOM</b>	<b>ED%</b>	<b>VAT%</b>
2	Ergodyne make 51.5T Water tube boiler, dumping grate, 51 tons/hr. capacity, Working pressure:14kg/cm2 with super heater, de-aerator, feed pumps, ID & FD fans, economizer, air pre heater, electrostatic precipitator, chimney <b>for dismantling and removal</b>	1	Set	10.30	14.5
<b>Group B: Deposit - Rs.100000.00</b>					
3	Steel Scrap Uttam make 3000TCD capacity Fibrizer without drive consisting of forged steel shaft, cast steel hubs & hammers	1	Set	10.30	5
4	Scrapped Dorr-Oliver make 8" x 16" vacuum filter consisting of MS bed with SS drum, SS deckings and SS spider tubes	1	Set	10.30	5
5	2.5 MW Bellis make Steam Turbine, 300 HP. 4000 rpm, 1 Kg/cm2 exhaust pressure and inlet pressure 30 Ks/cm2(g), temperature 370 Deg.C with Jyoti make 1500 rpm, 312.5 KVA alternator	1	Set	10.30	14.5
6	Triveni 450BHP Steam Turbine with Jyoti 2.5 MW Turbo alternator for fibrizor	1	No	10.30	14.5
7	Scrapped Juice clarifier: MS vessel with stirrer 8m height	1	No	10.30	5