

Tender Sale - By Welcome Auctioneers

Tender No.RBL/H/22-23/T3 due on 11-03-2023 by 2 p.m.

Under Instructions from and At

**M/s Rane Brake Lining Ltd., Siddipet Highway, Pregnapur Village,
Gajwel Mandal, Medak District – 502 311.**

- Inspection:-** 11-03-2023 9.30 a.m. to 1.30 p.m. at **M/s Rane Brake Lining Ltd., Siddipet Highway, Pregnapur Village, Gajwel Mandal, Medak District-502 311.**
- Tender Deposit:-** Rs.1,00,000/- or 25% of the offer of quoted lot whichever is lesser by Cash (at O/o the **Welcome Auctioneers, Chennai**) or Demand Draft (favouring **Welcome Auctioneers, Chennai**) or Fund Transfer (IMPS / NEFT / RTGS to **Welcome Auctioneers, A/c # 1037376791, IFSC # CBIN0280884, Central Bank of India, Triplicane Branch, Chennai**).
- Payment & Clearance:-** Within 3 days from the date of confirmation of the sale or As per the requirements of the Company..

Lot #	Description	Quantity	Offer (Rs.) exclusive of GST & TCS
1	Old & Used Zigma Mixer (Asset No.9919)	1 No	No
2	Old & Used Pallet Trucks – 3 Nos (Asset Nos.52007, 52036, 52037)	1 Lot	Lot
3	Old & Used Air Compressor-5 Nos (Asset Nos.10116, 10412, 10432, 12535, 13190)	1 Lot	Lot
4	Old & Used Multi Spindle Drilling Machine (Asset No.12194)	1 No	No
5	Old & Used Double End Chamfering Machine with Hydraulic Power Pack (Asset No.9913)	1 Set	Set
6	Old & Used Motors in working condition (Assorted Types & Capacities) – 25 Nos	1 Lot	Lot

Note: GST @ 18% and TCS @ 1% applicable extra.

TERMS AND CONDITIONS

- M/s Rane Brake Lining Ltd., Siddipet Highway, Pregnapur Village, Gajwel Mandal, Medak District-502 311** (also referred to as “The Company”) and **M/s Welcome Auctioneers, # 301 (Old # 135) Pycrofts Road, Royapettah, Chennai-600 014** (also referred to as “The Auctioneer”) reserves the right to accept or reject a offer / tender without assigning any reason or award parallel contract for lots to more than one party.
- The Equipments / Materials / Vehicles are sold in ‘As is where is’ condition and as where they lie. The whole of the goods shall be taken from the site of accumulation with all faults and errors in description or otherwise. Quantities, qualities, sizes, measurements, number and weights as stated in the catalogue / tender document are approximate and no warrantee or guarantee shall be implied. The tenderers should inspect the equipments / materials / vehicles before tendering, since no complaint regarding the quality, description, quantity, etc. will be entertained once the tender is submitted. No complaint will be entertained and no reliance must be placed on any description. The sale is strictly on the assumption that tenderers have inspected the equipments / materials / vehicles and know what they are buying whether they have first inspected them or not and the “**Principle of Caveat Emptor**” will apply. The quantity declared is only approximate. The entire quantity should be lifted from the site of accumulation. No segregation will be allowed
- Parties who are having valid **GSTIN # / PAN #** are only eligible to participate in the tender. The purchaser should quote his **GSTIN # / PAN #** in the tender form and invoices will be raised by the

Company only in the name given in the tender form. Tenders without GSTIN # / PAN # will not be entertained under any circumstances. Under no circumstances will requests for raising invoice in favour of parties other than the tenderer be considered.

4. **The Product / Finished Goods Scrap:-** The materials should be Damaged / Defaced / Mutilated / Gascut by the purchaser at his own cost before taking delivery.
5. **The Hazardous Waste such as Aluminium, Plastic, Empty Containers, Used Lubricating Oil / Coolant Water, E Waste & Batteries:-** Tenderers who are Authorised Re-cyclers certified by Central / State Pollution Control Board, holding valid Form II Authorisation, Consent Order for Air & Water Pollution & Passbook, alone will be allowed to purchase the scrap. Copies of valid certificates should be enclosed along with the tender.
6. **Tender should be accompanied by a Tender Deposit mentioned above. The Previous Tender Deposit / EMD lying at the Company will not be adjusted towards this Tender Deposit. Tenders without Tender Deposit will not be considered under any circumstances.**
7. The prospective tenderers should submit their tenders only in the prescribed tender form, which can be downloaded from our Website (www.welcomeauctioneers.com) / available at the time of inspection. **Offers should be on Lot / No / Kg / Load basis as indicated against each lot, exclusive of GST / TCS.** The rates of GST & TCS are indicative in nature, as applicable at the time of delivery shall be payable extra. If there is any changes in the rates of GST & TCS, after presentation of budget, will be applicable and payable extra. No offers can be withdrawn once it is submitted.
8. **The highest offers will be taken subject to approval of the management. The decision of management (accepted / rejected) will be given within a week from the date of opening of tenders. No offers can be withdrawn once it is submitted. The tenderers shall not withdraw their tenders and the tender will hold good for a period of 30 working days from the due date of the tender. It is the responsibility of the tenderer to ascertain if their offers have been accepted. Non receipt of intimation of acceptance cannot be given as reason for delay in payment of sale value.**
9. **Once the lots were allotted, under no circumstances, the rates of the equipments / materials / vehicles will be revised, irrespective of market price fluctuations. If the purchasers fails to pay for and clear the scrap equipments / machines / materials as per the allotted rates, steps will be taken to cancel the contract, forfeiting the Deposit, blacklisting the firm / company from future participation and also to re-sell the equipments / materials / vehicles at their risk & expenses.**
10. For the scrap sold on weight basis, quantities mentioned in the Tender Form are approximate, actual lying irrespective of quantities mentioned in the tender form should be cleared as per the dates mentioned.
11. After adjusting the tender deposit, the balance Sale Value, GST due by the successful tenderer should be remitted within the date stipulated above, by way of **Demand Draft** in favour of the **Company Name** or **Fund Transfer by IMPS / NEFT / RTGS (one day before the clearance)** to the **Company Bank Account** and lots cleared off. **In case of failure to pay for and clear the scrap will result in payment of ground rent @ Rs.1,000/- per day of default (subject to maximum of 2 days) without prejudice to the Company's right to forfeiture of the Tender Deposit, payment of ground rent by the purchaser, cancellation of the sale etc.**
12. The successful tenderer should fix the date of delivery of equipments / materials / vehicles with the **Company** one day in advance.
13. **For Sale of Vehicle (s), the purchaser shall bring the TO and necessary forms, obtain signature of the transferor on which the RC book of the vehicle will be handedover and only after effecting name transfer in the RC book, the vehicle will be handedover.**
14. Regarding Weighment the decision of the company will be final and binding on all the purchasers. **Equipments / Materials / Vehicles loading will be allowed only between 9 a.m. to 4 p.m. on all working days and will not be allowed strictly on Sunday's and Public / Company Holiday's.** Vehicle will not be permitted to halt in the company premises under any circumstances.
15. The Equipments / Materials / Vehicles have to be removed at the purchaser's cost. Transport facility, Crane facility and Manpower for loading the scrap materials into the Truck / Vehicle will not be provided by the **Company**.
16. **The purchaser should strictly comply with ESI & PF / Workmen Compensation Insurance procedure for their labourers. Purchaser's vehicle coming for loading should have valid (Pollution under Control) Emission Certificate, Load Permit & Tarpaulin. Vehicle Driver's should have valid Driving License. Purchaser's or their representatives, Lorry Driver's and Labourers should wear proper Safety Shoes while coming into the Company. Persons without Shoes will not be allowed inside the Company.**

17. Purchaser's workmen and transport shall observe the rules and regulations of the Company in regard to entry or exit from the Company, safety, etc., The Company will not be liable for any accident or injury to any of the purchaser's workmen or transport while in the Company premises. The purchaser will be held liable for damages or loss caused to the Company's building, property, materials or men by the purchasers' workmen's or transport whether directly or indirectly.
18. Scrap materials shall be deemed to be sold by **the Company** and purchased by the purchaser under the contract once they have been billed by **the Company**, once sold to the purchaser under this contract, if not removed at once shall be lying in **the Company's** premises at the risk of the purchaser & the Company shall not be liable for any damage or loss by fire, floods, weather or theft etc.
19. **Failure on the part of the purchaser to pay for and remove the equipments / materials / vehicles as stated in Clause No.11 above, or unauthorised removal under Clause No.20 below will result in the forfeiture of the Tender Deposit, cancellation of the sale and blacklisting the purchaser from future sales and the Company may dispose of the equipments / materials / vehicles in any manner they may choose to. The purchaser will be liable for the loss, if any, incurred from such resale. Whereas they shall not be entitled to profits, if any from such re-sale.**
20. The contract is liable to be terminated without notice in the event of any purchaser or their workman removing or attempting to remove any other equipments / materials / vehicles not covered by the contract or removing or attempting to remove any equipments / materials / vehicles covered by the contract in excess of the quantity billed for and also resorting to bribing.
21. **In case the tenderer after payment of the entire sale value & taxes and fails to take delivery of the equipments / materials / vehicles within the time allowed, the equipments / materials / vehicles remaining uncleared will be treated as abandoned and they have no claim whatsoever over the equipments / materials / vehicles or on the amounts paid. The tenderer will not be entitled to any profits on the re-sale. But the tenderer should make good any loss in the same.**
22. The decision of **the Company** will be final and binding in all matters. Any disputes, doubts differences or claims arising out of or in relation to this tender (excepting matters where the decision of **the Company**, is final) shall be referred to a sole arbitrator appointed by **the Company**. The venue of arbitration shall be "**Chennai City**" in Chennai City shall have exclusive jurisdiction.
23. **You may contact the Auctioneer or the Company for other "Terms & Conditions" if any.**

We submit our offer(s) subject to the "Terms and Conditions" detailed above, which we have carefully read & agreed. Tender Deposit of Rs. _____ by Cash (Receipt No. _____) or Demand Draft (No. _____ dated _____) or IMPS / NEFT / RTGS (Ref # _____)

Firm / Company Name:	Representative Name:
Address	
GSTIN #	PAN #
Telephone/ Mobile / Fax #	Email ID
Signature of Tenderer:	