

Sale ID:D243/09/C002

TENDER CUM AUCTION SALE

By MURRAY & CO.,

Under instructions from and at

**The Office of the Director of Census Operations, Govt. of India, Ministry of Home Affairs,
'E' Wing, III Floor, Rajaji Bhavan, Besant Nagar, Chennai-90**

On Friday the 20th November 2009

Auction at 11 a.m.; Tender due before commencement of auction.

Inspection can be had at 1) The Office of the Director of Census Operations, Govt. of India, Ministry of Home Affairs, 'E' Wing, III Floor, Rajaji Bhavan, Besant Nagar, Chennai-90 & 2) Tamil Nadu Small Industries Development Corporation Ltd., (A Government of Tamil Nadu Undertaking) Branch Office, Thiru Vi Ka Industrial Estate, Guindy, Chennai - 600 032, on 17.11.2009, 18.11.2009 & 19.11.2009 between 10 a.m. to 4 p.m.

GENERAL CONDITIONS OF SALE:

1. The sale is under instructions from the Director of Census Operations, Govt. of India, Ministry of Home Affairs, E Wing, III Floor, Rajaji Bhawan, Besant Nagar, Chennai-90, hereinafter referred to as the **PRINCIPAL**. All the highest bids/ offers are subject to confirmation by the **PRINCIPAL**.
2. The goods are sold as and 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, measurements stated in the catalogues are approximate and no warrantee or guarantee shall be implied. The sale is strictly on the assumption that bidders/ tenderers have inspected the materials and know what they are buying whether they have actually inspected them or not and the "Principle of Caveat Emptor" will apply. No complaint will be entertained once the bid/ offer is accepted by the **PRINCIPAL**.
3. All offers/ bids, unless otherwise specified, shall be made exclusive of VAT. The purchaser shall pay the VAT, inforce at the time of paying the balance amount.
4. The highest bids/ offers for each lot will be recorded subject to confirmation. Confirmation of the highest bids/ offers will be announced, within one week from the date of auction. The highest bidder/ tenderer shall keep his bid/ offer open till confirmation. If the highest bidder/ tenderer backs out of his bid/ offer prior to confirmation, the deposit paid will stand forfeited to the **PRINCIPAL**. Subject to realisation of reserve price where the same has been fixed by the **PRINCIPAL**, all the sales shall be made to the highest bidder/ tenderer. The **PRINCIPAL** reserves the right to reject any or all bids in auction and/ or tender offers without assigning any reason therefor.
5. The highest bidder/ tenderer, whose offer is accepted by the **PRINCIPAL**, will be the purchaser. The purchaser will be informed about the acceptance in writing to the address given and/ or through telephone. It is however the purchaser's responsibility to ascertain confirmation from the AUCTIONEERS and non-receipt of intimation shall not be an excuse for delayed payment.
6. The purchaser shall **pay the balance sale value, together with VAT as applicable at the** Office of the auctioneer, by way of Demand Draft/ Pay Order favouring the auctioneer drawn on any Scheduled Bank **within six working days** from the date of confirmation.
7. The **PRINCIPAL** may at their discretion grant permission to the purchaser to remit the balance sale value for a further period, subject to payment of compensation charges @ 0.25% on the balance sale value per day of default.
8. In the event of failure to complete the payment of balance sale value within the stipulated period, the sale of the lot shall be cancelled, the earnest money paid shall be forfeited and the lot shall be re-sold as and when the **PRINCIPAL** thinks best without any notice to the bidder, and any loss, incurred on such re-sale shall be recovered from the bidder. Provided also the **PRINCIPAL** shall in addition be entitled to recover from the bidder cost of storage, warehousing, removal of the lot and any expenses, incurred in or in connection with its re-sale aforesaid.
9. The purchaser shall take delivery within 45 days from the date of confirmation of the highest bid. Delivery will be allowed only during working hours.
10. If the purchaser fails to turn up for taking delivery on the scheduled date, a fresh date will be fixed by the **PRINCIPAL** and the purchaser shall be entitled to clear the materials on the revised date, subject to payment of ground rent charges of 0.25% per day of delay, from the first scheduled date.
11. The purchaser will make his own arrangements for transport and he will not be entitled to claim any facilities or assistance for transport from the company.
12. All sale documents will be issued only in the name of the original purchaser and ordinarily no change in the name of the purchaser would be entertained. Should the original buyer wish to take delivery of the stores purchased by a representative he must authorize the latter by a letter of authority, which shall be presented to the **PRINCIPAL** in whose charge the stores are held. The **PRINCIPAL** in their discretion

decline to act on any such authority and it shall in all cases be for the buyer to satisfy the **PRINCIPAL** that the authority is genuine. Delivery by proxy will be at the purchasers sole responsibility and risk and no claim shall be against the **PRINCIPAL** on any account whatsoever if delivery is effected to wrong persons.

13. The goods shall be and remain in every respect at the risk of the purchaser from date of acceptance of his offer/ bid and the **PRINCIPAL** shall not be under any liability for safe custody or preservation thereof from that date till date of final removal.
14. The purchaser shall clear the entire lot. The purchaser shall not have any claim against the **PRINCIPAL** or against the Auctioneers, for refund of the whole or any part of the purchase money or for loss or profits, interest, damages or otherwise, stating that the contents of the lot is less than what was seen by him at the time of inspection.
15. If the lot purchased is not removed within the time specified, the amounts paid by the purchaser against the lot shall be forfeited to the **PRINCIPAL** and the purchaser shall have no claim over the materials not cleared or the amounts paid. In the event of such forfeiture, the **PRINCIPAL** may re-auction the said goods or portion thereof at the purchaser's risk and while so doing it may recover in addition to any loss that may be suffered.
16. The purchaser shall be responsible for any damage that may be done to the premises while taking or removing the goods bought by him.
17. The **PRINCIPAL** reserves the right of withdrawing, from the sale any goods advertised in the sale notice prior to delivery without assigning any reason.
18. Whenever any claim for the payment of a sum of money arises out of or under this sale against the purchaser, the **PRINCIPAL** shall without prejudice to any other remedy, be entitled to deduct such sum of money from the proceeds of resale under this contract or from any sum then due or which at any time thereafter may become due to the purchaser under this or any other contract with the **PRINCIPAL** and if this is not sufficient to cover the full amount recoverable, the purchaser shall pay to the **PRINCIPAL** on demand the balance remaining due.
19. According to the provisions of Census Act,1948,all the Census records/forms are confidential one and the said records/accumulations should not be used for any other purpose excepting pulping. Hence the records so purchased by the successful tenderer/bidder after shredding the records should be made into pulp.
20. **Entire quantity of the lot lying at the two locations must be shredded at the purchaser's cost in the presence of the official designated by the Principal to their entire satisfaction. The cost of shredding including equipments and machines for shredding will be borne by the purchaser.**
21. **The cost of weightment charges of the lorry for laden and unladen shall be borne by the purchaser.**
22. In the event of any dispute arising out of auction sale, the decision of the **PRINCIPAL** shall be final and binding on all the participants in the sale. By taking part in the sale and offering bids/ submitting tenders, the participants are deemed to have indicated their acceptance to all the Conditions stipulated herein.

CONDITIONS FOR TENDER:

23. All tenders clearly marked "BID FOR WASTE PAPER" should be dropped in a tender box which would be kept in the Office of the Director of Census Operations, Besant Nagar, Chennai-90, on 20.11.2009 before 10:30 a.m. prior to commencement of the auction. Tenders clearly marked "BID FOR WASTE PAPER" can also be sent by Post to reach the Office of the Director of Census Operations, Govt. of India, Ministry of Home Affairs, 'E' Wing, III Floor, Rajaji Bhavan, Besant Nagar, Chennai-90 on or before 20.11.2009 by 11 a.m. It is the responsibility of the tenderer to ensure that his tender reaches the Office of the Director of Census Operations, Chennai-90 in time. Tenders will not be entertained subsequent to the commencement of auction under any circumstances. The sale ID, where the same has been indicated in the sale notice, should be superscribed on the tender covers
24. Tenders should be accompanied by an Earnest Money Deposit (EMD) of 25% of the offer for the lot by way of Demand Draft/ Pay Order on any Scheduled Bank payable at **Chennai**, favouring **Murray & Co.,**
25. Offers shall be made in the letterhead of the tenderer. All corrections/ over writings should be counter-signed by the tenderer. Counter proposals, conditional offers and offers without deposit or with less deposit are liable to be rejected. All delivery documents shall be raised only in the name of the tenderer.
26. **PAN (Permannet Account No.) and TIN (Tax Identification No.) must be indicated in the tender and tenders without PAN and TIN No. are liable to be rejected.**
27. Tenderers can also participate in the auction. All the Conditions of Sale stipulated for the auction sale and the General Conditions of Sale, will also apply to the sale by tender and the tenderer is bound by those conditions. Amendments to the composition of the lots and conditions of sale, announced at the time of auction, shall be binding on all the tenderers.

28. Tenders will be opened after completion of auction. Rates obtained in the tender will be compared with the rates received in the auction for each lot and the higher of the two will be considered for acceptance. The tenderer shall not withdraw the offers till the **PRINCIPAL** takes a decision on acceptance rejection of the offers.
29. If the **PRINCIPAL** rejects the offer, the EMD will be returned to the party, without interest.

CONDITIONS OF AUCTION SALE:

30. A person bidding on behalf of another person should produce a written authority from such person authorizing him to act on behalf of such person in all matters at the auction sale. In the absence of such authority, the bid if accepted shall be registered in the name of actual bidder and he shall be responsible to the **PRINCIPAL** for any loss etc., which might accrue to the **PRINCIPAL** as a result of his action without proper authority.
31. In the event of dispute between the bidders, the dispute shall be decided by the Officer Superintending the sale and the lot or lots in question re-auctioned at his discretion and his decision shall be final and binding on all persons offering bids at the auction.
32. A payment of 25% of the bid shall be made as EMD immediately on the fall of the hammer, by Demand Draft/ Pay Order in favour of **Murray & Co.**, payable at Chennai or in cash. The Auctioneers may however demand a higher percentage without assigning any reasons, as earnest money upto the full amount of the bid immediately after bid is knocked down.
33. If the bidder concerned fail to pay forthwith the Earnest Money required, the sale shall stand cancelled and the goods re-auctioned and in such event the concerned bidder shall be liable to make good at losses suffered and expenses incurred due to or on account of the re-auction of stores and which would be without prejudice to the rights of the **PRINCIPAL** to take such other action in accordance with law.
34. **The highest bidder while submitting his name and signing the bid sheet must also provide the PAN and TIN failing which the highest bid made is liable to be rejected.**
35. All the General conditions of sale and specific conditions for tender sale shall be binding on the bidders.

LIST OF MATERIALS

Lot #	Description	Quantity	VAT%
1	Waste paper old office records (to be mutilated by the purchaser before taking delivery)	15000 Kgs	4

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