

Rate Contract Online Tender Sale

For the Period of August 2021

By MURRAY & CO.

234, V M Street, Mylapore, Chennai – 600004.

Under Instructions From

M/s.Sundram Fasteners Ltd., Harita,Hosur - 635109

Online Tender Bidding on www.murrays.in

Commencing at 10.00 am on 29th July 2021

Ending at 4.00 pm on 30th July 2021

TERMS AND CONDITIONS

1. The rate contract e-Tender sale is conducted by **MURRAY & CO.**, hereinafter known as the AUCTIONEER, under instructions from and on behalf of **M/s Sundram Fasteners Ltd.,Harita,Hosur - 635109** hereinafter known as the COMPANY.
2. Prospective tenderers should inspect the materials before tendering their offers, 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 **29/07/2021 from 10 a.m. to 3 p.m. at M/s.Sundram Fasteners Ltd,Harita, Hosur – 635109.**
3. Offers should be submitted in the prescribed tender form, which will be available at the time of inspection/at the office of the AUCTIONEER. The offers should be made only for the unit indicated against the lot. The offer should be only the basic rate and exclusive of Goods and Service Tax (GST) & Tax Collected at Source (TCS). The tender form should be complete in all respects. The Permanent Account Number (PAN) and Goods and Service Tax Identification Number (GSTIN) should be indicated clearly in the spaces provided.
4. Offers should be submitted only through MURRAY'S Online Auction Portal www.murrays.in. All parties desirous of submitting their online tender offers 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.
5. Registered parties can take part in the sale and submit offers for any of the lots, subject to **remitting the necessary Lot Deposit indicated hereinunder through NEFT/RTGS to MURRAY & CO.**, Parties should shortlist lots, assign deposits for the same and make their offers from the Bidding Room.
6. Parties can submit their offers from **10:00 on 29th July 2021 onwards**. All offers must be placed before **4:00 pm on 30th July 2021**. There will be no time extension and the lots will automatically close at **04:00 pm on 30th July 2021**. All bidders are advised to submit their offers well before the end time.
7. 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 offers based on any other clock. It is suggested that all parties place their offers well before the end time.
8. The offers 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 all duties and taxes. Offers once submitted cannot be withdrawn. While submitting their offers parties must take care to ensure that their offer is only the basic rate, exclusive of taxes and duties per unit of measurement (KGS or NOS 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 offers, 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.
9. The tenderers shall keep their offers open till a decision on the same is taken by the COMPANY. Normally, decision on the offers will be taken within a week from the end date. If any tenderer chooses to withdraw his offer prior to finalization, the tender deposit will stand forfeited to Sindram Fasteners Ltd.Harita,Hosur.
10. The COMPANY reserves the right to accept or reject any tender without assigning any reasons, to negotiate with any of the tenderers for improved rates and to award parallel contract to more than one party. In the case of a parallel contract, the parties will be allotted a time frame (first fortnight/ second fortnight) during which all the scrap arising in the lot should be cleared by them.
11. The tenderers whose offers are accepted by the COMPANY shall be the purchasers. The rates quoted by the purchasers and accepted by the COMPANY shall remain firm for entire duration of the contract.
12. The lot deposit paid by the purchaser will be retained as security deposit. The security deposit amount will not be adjusted towards the cost of the materials and will be returned after expiry of the contract period without interest, unless the security deposit is forfeited to the COMPANY, due to any default by the purchaser under these presents, during the contract period.
13. The quantity declared is only an approximate estimate of the arising anticipated for the contract period. The COMPANY reserves the right to amend the quantities at any time during the contract

period. Such amendments if any, will supercede the allotment made.

14. The purchaser shall periodically check with the COMPANY regarding accumulation of scrap materials allotted to him. The COMPANY or the AUCTIONEERS may also intimate the purchaser as and when they are required to clear the materials. The purchaser shall within 5 days from the date of receipt of the intimation or by the date stipulated in the Sale Order, arrange to pay the sale value together with taxes & levies at **Sundram Fasteners Ltd., payable at Hosur**. Information conveyed to the representative of the purchaser over the telephone or in writing to the address given, shall be deemed as intimation given to the purchaser and no claim for non-receipt of sale order or otherwise shall be accepted as a reason for non-payment within the stipulated time. If the purchaser delays in making payment within the stipulated time, the COMPANY may at its discretion permit extension of time for payment, subject to the purchaser paying penal interest at the rate of 1% on value, per day of default along with the value and all levies.
15. In addition to the balance sale value, GST, the purchaser shall also pay TCS at the applicable rate as provided under Sec.206 C of the Income Tax Act.
16. 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.
17. **The rates of GST & TCS indicated, are applicable as on date. GST & TCS as applicable at the time of delivery shall be payable extra, along with the sale value. including changes to GST system, shall be borne by the purchaser. The purchaser shall not be entitled to claim rebate or relief on the basic price, in the event of any changes in government taxes or levies.**
18. The materials paid for as per the clauses above should be removed from the factory premises at the purchaser's own cost within 7 days from the date of intimation or within the date stipulated in the sale advice. If the purchaser fails to remove the materials within the time specified, the COMPANY may permit extension of time to clear the materials, subject to the purchaser paying ground rent at the rate of 1% on value, per day of default.
19. The purchaser shall arrange for workmen at his own cost for loading the scrap materials on to the lorries. All tools required for loading such as shovels etc shall be brought by the purchaser. The vehicle should report for clearance before 8 a.m. and loading should be completed before 4 p.m. The purchaser, his workmen and transporters shall observe the rules and regulations of the COMPANY in regard to entry or exit from the COMPANY, safety, etc., All loadmen & labourers should wear only formals (Pant & shirt), safety shoes and gloves while entering the factory and working inside the factory. No Jean pants allowed. The purchaser shall provide all personal protective and safety equipments to the labourers engaged by him and shall not be entitled to claim the same from the COMPANY. The driver of the vehicle should have a valid license and the vehicle should have a valid PU certificate which has to be shown at the time of entering the factory premises. It is the responsibility of the purchaser to ensure that there is no spillage of materials within and outside the factory. Any such unavoidable spillage must be cleaned & the place kept tidy before leaving the factory.
20. In case of any of the scrap materials need to be gas-cut before loading on to the vehicle, the purchaser shall obtain prior permission for the same from the COMPANY. All safety regulations of the COMPANY are to be adhered to while cutting the materials. All materials required for cutting and loading should be brought by the purchaser, after obtaining prior permission for the same
21. The purchaser shall clear the entire accumulations of scrap as and when instructed by Sundram Fasteners Ltd., irrespective of the quantity. The COMPANY does not assure full lorry/ van loads of material at any point in time and the purchaser shall not be entitled to decline/ delay taking delivery on account of sufficient accumulation not being available.
22. The materials paid for as per the clauses above should be removed from the premises at the purchaser's own cost within 7 days from the date of intimation or within the date stipulated in the sale advice. **The purchaser must also clear accumulations of steel borings, product scrap, at Sundram Fasteners Ltd., Sintered Powder Plant, Hosur & Sundram Fasteners Ltd., Tappet Plant, Hosur at the same rate, as and when required by the Company.**
23. The purchaser shall periodically pay for and clear the entire accumulation of scrap allotted to him. Failure on the part of the purchaser to pay for and remove the materials as provided in the Clauses above, will result in the forfeiture of the SD, cancellation of the sale and the COMPANY may dispose the materials in any manner they may choose to, at the risk and expense of the defaulting purchaser. The defaulting purchaser will be liable for the loss, if any, incurred from such resale but shall not be entitled to profits, if any from such re-sale.
24. The contract is liable to be terminated without notice in the event of any purchaser's workmen removing or attempting to remove any scrap materials other than those allotted to him or any scrap materials not covered by the contract or removing or attempting to remove any materials covered by the contract in excess of the quantity paid for.
25. 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. 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.,
26. The labourers of the purchaser representing him for clearance must possess Workmen compensation, ESI & PF, for the contract period. The relevant papers should be produced at the factory at the time of every clearance.
 27. The Purchaser should comply with all requirements of GST Act and Rules including E Way Bill requirements & any loss of GST and or interest , penalty, fines or any other sum that may become payable by M/s.Sundram Fasteners Ltd., on account of an act of any omission or commission or for any other reason by the purchaser on account of non compliance in GST Act/Rules including E Way Bill requirement has to be borne by purchaser only and M/s.Sundram Fasteners Ltd., to be indemnified in case of any loss to the company.
 28. Scrap materials shall be deemed to be sold by the COMPANY and purchased by the purchaser under the contract once the amounts have been remitted to Sundram Fasteners Ltd.,Hosur. Materials 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 and the COMPANY shall not be liable for any damage or loss by fire, floods, weather or theft etc.,
 29. The purchaser will be held liable for damages or loss caused to the Company's building, property, materials or men by the purchasers' workmen or transport whether directly or indirectly.
 30. The decision of the COMPANY will be final and binding in all matters.
 31. For other Conditions contact MURRAY & CO., No.234, V M Street, Mylapore, Chennai-4.

LIST OF MATERIALS

(INDICATE YOUR OFFERS IN THE COLUMN PROVIDED)

GROUP A: STEEL TURNINGS & BORINGS, PRODUCT SCRAP NICKEL BEARING STEEL, CARBON/ALLOY STEEL ROUNDS (Contract Period 01.08.2021 to 31.08.2021)

Sale No	Reference No	Lot #	Description	Est. Aris. for month	GST %	TCS %	Lot Deposit (Rs.)	Sale End Time
15046	E054H/21/S008	1	Steel turning & Borings	110000 Kgs	18	1	85000.00	16:00 Hrs (4:00 p.m)
15047	E054H/21/S008	2	Rejected mutilated CE product scrap welded with drums for melting	30000 Kgs	18	1	25000.00	16:00 Hrs (4:00 p.m)
15048	E054H/21/S008	3	Rejected PM product scrap with drums for melting	60000 Kgs	18	1	50000.00	16:00 Hrs (4:00 p.m)
15049	E054H/21/S008	4	Carbon/Alloy steel rounds assorted dia meters in lengths above 6" upto 1 Mtr.	15000 Kgs	18	1	15000.00	16:00 Hrs (4:00 p.m)
15050	E054H/21/S008	5	Carbon/Alloy steel rounds assorted dia meters in lengths below 6" only	30000 Kgs	18	1	35000.00	16:00 Hrs (4:00 p.m)
15051	E054H/21/S008	6	Segregated Product scrap – Nickel Bearing Steel (Mixed of grades –SAE 8620, 8615, 8617 & Nickel Button Pieces	25000 Kgs	18	1	25000.00	16:00 Hrs (4:00 p.m)
Accumulations to be cleared as and when required by Sundram Fasteners Ltd., Hosur								

NOTE:

1. Lot Nos.2 & 3 will be sold only to actual melters. Particulars such as a) Capacity of furnace b) Type of furnace c) Number of heats in a day & d) Consent to feed the scrap into the furnace, should be furnished in letter head and enclosed with the tender. M/s. Sundram Fasteners Ltd., may make a visit to the furnace to ascertain the capability of the tenderer before allotment. The materials should be fed into the furnace and melted in the presence of Security Personnel of M/s. Sundram Fasteners Ltd.,
2. Lot Nos.2 & 3 – CE & PM product scrap, weighment will be inclusive of sealed drums/barrels in which the scrap materials are stored and the melting of the scrap is to be carried out by the purchasers along with the drums in the presence of Security Personnel of M/s.Sundram Fasteners Ltd., and the purchaser shall be agreeable for the same.

MURRAY & CO.

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