

## Rate Contract Online Tender Sale

**For the Period of July 2022 to September 2022**

**By MURRAY & CO.**

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

**Under Instructions From**

**M/s.Sundram Fasteners Ltd., Padi, Chennai – 50**

**Online Tender Bidding on [www.murrays.in](http://www.murrays.in)**

**Commencing at 10.00 am on 27<sup>th</sup> June 2022**

**Ending at 5.00 pm on 28<sup>th</sup> June 2022**

### **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., Padi, Chennai-50** hereinafter known 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 **27/06/2022 from 10 a.m. to 3 p.m. at M/s.Sundram Fasteners Ltd, Padi, Chennai – 600 050.**
3. Bids should be submitted only through MURRAY'S Online Auction Portal [www.murrays.in](http://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.
4. Registered parties can take part in the sale and submit bid 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.
5. Parties can submit their bids from **10:00 on 27<sup>th</sup> June 2022 onwards**. All bids must be placed before **5:00 pm on 28<sup>th</sup> June 2022**. There will be no time extension and the lots will automatically close at **05:00 pm on 28<sup>th</sup> June 2022**. All bidders are advised to submit their offers well before the end time.
6. 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.
7. The bids should be made only per unit indicated against each lot (per kg.). The bids should be only for the basic rate and exclusive of all duties and taxes. bids once submitted cannot be withdrawn. 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 lots, if any.
8. The tenderers shall keep their bids open till a decision on the same is taken by the COMPANY. Normally, decision on the bids 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 Sundram Fasteners Ltd.Padi.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.,Chennai.,payable at Chennai**. 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.

14. 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.
15. Invoices will be raised by the COMPANY only in the name of the purchaser registered on the portal. Request for name change will not be considered Under any circumstances and no amendment/change of the name will be permitted after acceptance of the offers.
16. **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.**
17. 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.
18. 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. 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.
19. 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
20. 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.
21. 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.
22. 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.
23. 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.,
24. 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.
25. 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.
26. 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., Padi. 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.,

27. 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.
28. The decision of the COMPANY will be final and binding in all matters.
29. For other Conditions contact MURRAY & CO., No.234, V M Street, Mylapore, Chennai-4.

#### LIST OF MATERIALS

Sale No	Reference No	Lot #	Description	App. arising for 3 months	GST %	TCS %	Lot Deposit (Rs.)
19727	E054/22/S003	1	MS Swarf Scrap	45000 Kgs	18	1	50000/-
19728	E054/22/S003	2	MS Scrap Coil End Bits	25000 Kgs	18	1	35000/-
19729	E054/22/S003	3	Steel Trimburr Scrap	300000 Kgs	18	1	375000/-
19730	E054/22/S003	4	Steel Scrap - HNF Slug	500000 Kgs	18	1	650000/-
19731	E054/22/S003	5	Scrapped MS Heavy Melting Production Bolts & Nuts <b>(will be sold only to actual melters. )</b>	200000 Kgs	18	1	250000/-
19732	E054/22/S003	6	MS Scrap Binding Wire Hoop Iron	15000 Kgs	18	1	15000/-
19733	E054/22/S003	7	Fire Wood Scrap	10000 Kgs	5	-	2500/-
19734	E054/22/S003	8	MS Machinery Scrap Items <b>(No Segregation )</b>	20000 Kgs	18	1	27000/-
19735	E054/22/S003	9	Scrapped Condemned Plastic & PVC Items	1500 Kgs	5	-	2500/-
19736	E054/22/S003	10	Used & Empty Edible Oil Tins	300 Nos	18	-	1000/-
19737	E054/22/S003	11	Scrapped Oxidized Steel (Scales)	20000 Kgs	18	1	1500/-
19738	E054/22/S003	12	Scrapped 20/30 Ltrs. Capacity Carbuoys <b>(for sale only to Tamil Nadu Pollution Control Board authorized re-processors of used barrels.)</b>	700 Nos	18	-	2000/-
19739	E054/22/S003	13	Scrapped Empty MS Barrels 205 Ltrs. Capacity <b>(for sale only to Tamil Nadu Pollution Control Board authorized re-processors of used barrels.)</b>	200 Nos	18	-	4000/-
19740	E054/22/S003	14	Scrapped Empty Plastic Barrels 205 Ltrs. Capacity <b>(for sale only to Tamil Nadu Pollution Control Board authorized re-processors of used barrels.)</b>	75 Nos	5	-	1500/-
19741	E054/22/S003	15	Scrapped MS Tote Box	75 Nos	18	-	1000/-

Sale No	Reference No	Lot #	Description	App. arising for 3 months	GST %	TCS %	Lot Deposit (Rs.)
19742	E054/22/S003	16	Scrapped Empty MS half Barrel	25 Nos	18	-	1000/-
19743	E054/22/S003	17	Used Water Soluble Coolant/ Waste Oil(for sale only to Tamil Nadu Pollution Control Board authorized re-processors of Used oil.)	60000 Kgs	18	1	15000/-
19744	E054/22/S003	18	Scrapped Empty MS Dacro Paint Tins (for sale only to Tamil Nadu Pollution Control Board authorized re-processors of used barrels.)	45 Nos	18	-	500/-
19745	E054/22/S003	19	Scrapped Empty MS Paint tins(for sale only to Tamil Nadu Pollution Control Board authorized re-processors of used barrels.)	40 Nos	18	-	500/-
19746	E054/22/S003	20	Scrapped Tarpaulin Sheets	3000 Kgs	12	-	1000/-
19747	E054/22/S003	21	Scrapped Rafia Bags	4000 Kgs	12	-	500/-
19748	E054/22/S003	22	Scrapped Plastics Wastes	1000 Kgs	5	-	1500/-
19749	E054/22/S003	23	Scrapped Carton Waste	4000 Kgs	12	-	5000/-

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**MURRAY & CO.**  
 2<sup>nd</sup> Floor, 234 V M Street,  
 Mylapore, Chennai – 600004.  
 Phone: 24995208, 24995219  
[helpdesk@murrays.in](mailto:helpdesk@murrays.in)  
[Website: www.murrays.in](http://www.murrays.in)