

Online Tender Sale on www.murrays.in

By MURRAY & CO.,

234, V M Street, Mylapore, Chennai-600004

Under instructions from

**Sundram Fasteners Ltd., HWF, Korkadu, Villianur (Via), Pondicherry –
605 110**

Commencing at 10.00 a.m. & Ending at 5.00 p.m. on 23rd April 2024

Terms and Conditions

- 1.** The e-tender sale is conducted by MURRAY & CO., under instructions from M/s. **Sundram Fasteners Ltd., Korkadu, Villianur (Via), Pondicherry – 605 110** hereinafter referred to as the COMPANY.
- 2.** Prospective tenderers should inspect the materials before tendering their offers. **The materials can be inspected at Sundram Fasteners Ltd., HWF II, Korkadu, Villianur (Via), Pondicherry – 605 110 on 22.04.2024 from 10 a.m. to 3 p.m. Delivery ex-site.** By submitting their offers, the tenderers shall waive all objections with regard to the quantity, quality, etc., and the lots are offered for sale on the assumption that the tenderers have inspected the materials. The principle of 'Caveat Emptor' will apply. No sale shall be invalidated for reason of the purchaser not having inspected the materials.
- 3.** All prospective tenderers must wear Safety Shoes and follow the factory safety rules & regulations during inspection. Offers should be submitted only through the 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. While registering, parties should make sure their name, address, PAN, GSTIN are correctly entered. Parties should note that under no circumstances will requests for raising receipts, invoices on a different name be considered.
- 4.** Registered parties can take part in the sale and submit offers for any of the lots, subject to remitting the necessary Lot Deposit indicated herein-under. The lot deposits may be paid either through online transfer by obtaining the bank account details from the AUCTIONEER or through DD/ PO favouring MURRAY & CO., payable at Chennai. Deposits must be paid well in advance, not less than three hours before the close of the online event. In case of online remittance, credit will be given to the party only on receipt of moneys into the designated bank account. The party should provide the UTR/ Bank Reference number to enable the AUCTIONEER to verify the same.
- 5.** Parties should shortlist lots, assign deposits for the same and make their offers from the Bidding Room. 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. All offers shall be exclusive of GST as applicable & TCS, if any. Parties can submit their offers from **10:00 a.m. on 23rd April 2024**. All offers must be placed before **5:00 pm on 23rd April 2024**. **There will be no time extension and the lots will automatically close at 5:00 p.m. on 23rd April 2024**. All bidders are advised to submit their offers well before the end time..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.
- 6.** 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 GST & TCS. 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 GST & TCS, per unit of measurement (KGS or NOS or LOT 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. Parties should ensure that there are no mistyping in their offers such as additional zeros etc since by submitting their offer, they are bound by the same and can not later raise requests for cancellation on account of any mistyping.

- 7.** Offers, once submitted, shall not be withdrawn, for a period not more than 20 days from the closing date of tender. If any tenderer chooses to withdraw his offer before finalisation, the lot deposit will stand forfeited to the COMPANY. The COMPANY reserves the right to reject any or all the offers, without assigning any reasons therefor. All the offers are subject to acceptance by the COMPANY. All tenders received by the closing time will be opened jointly by the officials of Sundram Fasteners Ltd., and MURRAY & CO. Normally, the decision of Sundram Fasteners Ltd. would be intimated to the parties by telephon e/email within ten days from the closing date of tender. The COMPANY may however, request the parties to keep their offers open for a further period, not exceeding seven days and the tenderers shall agree to the same. Subject to reserve price if any fixed by the COMPANY, the highest tender offers received for each lot would be considered for acceptance. The tenderers, whose offers have been accepted by Sundram Fasteners Ltd., shall be the purchasers. The COMPANY however 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.
- 8.** 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. The lot deposit paid by the successful purchasers will be assigned as EMD for the lot. All Receipts, Invoices, Gate Passes, etc., will be issued only in the name of the purchaser as registered on the portal. Request for name change will not be considered under any circumstances and no amendment/ change of name will be permitted after acceptance of the offers.
- 9.** The balance amount due by the successful tenderer together with GST & TCS should be remitted to M/s.Sundram Fasteners Ltd., Korkadu, Villianur (Via), Pondicherry – 605 110 within three working days from the date of confirmation of the offer. For lots recorded subject to subsequent confirmation, the balance amount together with duties and levies shall be paid to the COMPANY within three working days from the date of confirmation.
- 10.** 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 penal charges 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.
- 11.** After payment of the balance amount together with GST & TCS as per the clauses above, the lots should be removed by the purchaser at his own cost from the site within five working days from the date of confirmation of the offer. For lots taken subject to confirmation, delivery is to be taken within five working days from the date of confirmation of the offer.
- 12.** 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. 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.
- 13.** 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. The materials will lie at the risk of purchasers from the time of acceptance of the offers. 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.
- 14.** 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.
- 15.** 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. 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. 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.

- 16.** 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.
- 17.** The purchasers shall engage their own labour/ man power and equipments for taking delivery and shall not be permitted to utilise the contract labourers of the COMPANY for loading. All labourers engaged by the purchaser shall wear Safety Shoes at the time of taking delivery of the scrap materials and they have to follow the factory safety rules & regulations. 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.
- 18.** In case of any dispute the decision of COMPANY will be final and binding on all the parties. The decision of the COMPANY will be final and binding in all matters. By submitting his tender, the purchaser expressly indicates his agreement and acceptance to all the Conditions stipulated herein-above.
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- 20.** The decision of the COMPANY will be final and binding in all matters.
- 21.** For other Conditions contact MURRAY & CO., No.234, V M Street, Mylapore, Chennai-4.

LIST OF MATERIALS

Sale No	Reference No	Lot #	Description	QTY	GST %	TCS %	Lot Deposit (Rs.)
30072	E054Y/24/U001	01	Stainless Steel Circular Sawing Burr Scrap	500 Kgs	18	1	5000.00
30073	E054Y/24/U001	02	Stainless Steel Band Saw Sawing Burr Scrap	500 Kgs	18	1	5000.00
30074	E054Y/24/U001	03	Electrical Cable Scrap	300 Kgs	18	1	5000.00
30075	E054Y/24/U001	04	Copper Alloy Burr Scrap	300 Kgs	18	1	3000.00
30076	E054Y/24/U001	05	Stainless Steel button Scrap	1000 Kgs	18	1	10000.00
30077	E054Y/24/U001	06	Stainless Steel Product Scrap	1000 Kgs	18	1	10000.00
30078	E054Y/24/U001	07	Stainless Steel End Bit Scrap	200 Kgs	18	1	4000.00
30079	E054Y/24/U001	08	Copper Alloy Bush Scrap	300 Kgs	18	1	3000.00

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