

Online Tender Sale

By **MURRAY & CO.**

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

Under Instructions From
M/s. Brakes India Pvt. Ltd,
Padi, Chennai - 600050.

**Online Tender Bidding on www.murrays.in
Commencing at 10:00a.m on 24th July and Ending at 5:00p.m. on 26th July 2021.**

TERMS AND CONDITIONS

1. The e-Tender sale is conducted by **MURRAY & CO.**, hereinafter known as the AUCTIONEER, under instructions from and on behalf of **M/s Brakes India Pvt. Ltd, Padi, Chennai – 600050.** hereinafter known as the COMPANY.
2. Prospective bidders should inspect the machine/ materials before submitting their offers. Inspection can be had on **24-07-2021 from 9a.m. to 4p.m.** at **M/s. Transenergy Ltd., - Unit Freins Engineering, C-15/4, Industrial Plot, Maraimalai Nagar – 603209. Kancheepuram District.** No complaints regarding the quality, description, quantity, etc. will be entertained once the bids is submitted. All materials are offered for sale in 'as is where is' basis and the principle of Caveat Emptor will apply.
3. 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.
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 hereinunder.** Parties should shortlist lots, assign deposits for the same and make their offers from the Bidding Room.
5. Parties can submit their offers from **10:00a.m on 24-07-2021. All bids must be placed before the end time indicated against each lot. There will be no time extension** and the lot will automatically close at the end time.
6. All times indicated are only as per the server clock on the portal and no bidder 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 bids well before the end time.
7. The bids 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 and TCS. Offers once submitted cannot be withdrawn. While submitting their offers bidders must take care to ensure that their offer is only the basic rate, exclusive of GST and TCS per unit of measurement (KGS or NOS as the case may be). Before recording the bid, the system will prompt the bidder to check and confirm submission of their offer. By submitting their offers, bidders 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. Bidders 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 10 days from the end date. If any bidder chooses to withdraw his offer prior to finalization, the lot deposit will stand forfeited to Brakes India Pvt Ltd. Bidders shall keep their offers open for a period of 15 days from the due date and shall not withdraw the same. If any bidder chooses to withdraw his offer within the time mentioned, the lot deposit shall stand forfeited to the COMPANY
9. The COMPANY reserves the right to accept or reject any tender without assigning any reasons, to negotiate with any of the bidders for improved rates.
10. The bidders whose offers are accepted by the COMPANY shall be the purchasers. Upon acceptance of any of the offers, the COMPANY will apportion the Lot deposit as Earnest Money Deposit (EMD).
11. Acceptance of the offer(s) will be communicated to the purchasers through email/ phone or in writing to the registered address. It is however the responsibility of the bidders to ascertain if their offer(s) have been accepted by the COMPANY. Non-receipt of intimation shall not be an excuse for delayed payment
12. The purchaser shall within **five days** from the date of acceptance of the offer(s), arrange to pay the value together with all GST, TCS & levies, for the materials. For lots offered for sale on weight or number basis, the Deposit assigned to the lot(s) will not be adjusted. The Deposit will be retained by the AUCTIONEERS till the purchaser completes clearance of the lot(s) to the satisfaction of the COMPANY and will then be returned to the purchaser, without interest.
13. If the purchaser fails to remit the amounts as detailed in clause above, the COMPANY may at its discretion, permit the purchaser to remit the amounts for an extended period, subject to payment of penal interest at the rate of 0.25% on the sale value per day of default, in addition to the amounts detailed above.
14. The materials paid for as per the clauses above should be removed from the factory premises at the purchaser's own cost within **seven days** from the date of acceptance of the offers. The purchasers should fix up the time for delivery with the COMPANY/ AUCTIONEERS at least a day prior to the proposed date of delivery
15. Invoices will be raised by the COMPANY only in the name of the purchaser. Under no circumstances will requests for raising invoices in favour of other parties be considered.
16. The rates of GST & TCS indicated, are as applicable as on date. GST & TCS as applicable at the time of delivery shall be payable extra, along with the sale value. The purchaser shall not be entitled to claim rebate or relief on the basic price, in the event of any changes in government duties, taxes or levies.
17. If the purchaser fails to clear the materials as stipulated in clause above, the COMPANY may at its discretion, permit the purchaser to an extended period for clearance, subject to payment of ground rent at the rate of 0.25% on the sale value per day of default.
18. Failure on the part of the purchaser to pay for and/ or remove the materials as provided in the clauses above, will result in the forfeiture of the Earnest Money Deposit/ amounts paid, to the COMPANY. In the event of such forfeiture, the COMPANY may dispose of the materials

in any manner they may choose to, at the risk and expense of the defaulting purchaser, without any notice to them. The defaulting purchaser will be liable for the loss, if any, incurred from such resale but they shall not be entitled to profits, if any from such re-sale..

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 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. 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.
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. It is the responsibility of the purchaser to know the safety requirements of the COMPANY while carrying out the work. If, even after being advised regarding the safety regulations, the purchaser violates the same, the COMPANY may cancel the contract. In the event of such cancellation the amounts paid by the purchaser will be forfeited and he/they have no claim over the material remaining uncleared.
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 men while clearing the scrap.
24. The materials shall be deemed to be sold by the COMPANY and purchased by the purchaser under the contract once the purchaser pays for the same to MURRAY & CO. Materials, once sold to the purchaser under this contract, shall lie in the COMPANY's premises at the risk of the purchaser and the COMPANY shall not be liable for any damage or loss for any reason whatsoever.
25. The purchaser will be held liable for damages or loss caused to building, property, materials or men by the purchasers' workmen's or transport whether directly or indirectly.
26. All payments shall be made to the AUCTIONEER by way of Demand Draft/ Pay Order favouring MURRAY & CO. or through online payments – IMPS/ NEFT/RTGS. Bank details for online remittance will be provided on written request.
27. The decision of the COMPANY will be final and binding in all matters.
28. For any clarifications on the conditions of sale, contact MURRAY & CO.

LIST OF MATERIALS

Sale#	Reference# / Lot#	Description	App. Qty	UoM	GST %	TCS %	Lot Deposit	Sale End Time
15034	E056/21/U011- 01	Waste & Scrap of MS Springs	200	KGS	18	1	1000	26-07-2021 at 17:00Hrs (5:00p.m)
15035	E056/21/U011- 02	Waste & Scrap of Rubber	225	KGS	5	1	200	26-07-2021 at 17:00Hrs (5:00p.m)
15036	E056/21/U011- 03	Waste & Scrap of Plastic	250	KGS	5	1	500	26-07-2021 at 17:00Hrs (5:00p.m)
15037	E056/21/U011- 04	Waste & Scrap of MS Plunger	500	KGS	18	1	1500	26-07-2021 at 17:00Hrs (5:00p.m)
15038	E056/21/U011- 05	Waste & Scrap of Aluminium Plunger	450	KGS	18	1	5000	26-07-2021 at 17:00Hrs (5:00p.m)
15039	E056/21/U011- 06	Waste & Scrap of Nut, Bolt, washer, clevis ,Push rod, clamp	1750	KGS	18	1	6000	26-07-2021 at 17:00Hrs (5:00p.m)
15040	E056/21/U011- 07	Waste & Scrap of Copper washer	40	KGS	18	1	2000	26-07-2021 at 17:00Hrs (5:00p.m)
15041	E056/21/U011- 08	Waste & Scrap of Brass in-serts, Banjo Bolt	40	KGS	18	1	2000	26-07-2021 at 17:00Hrs (5:00p.m)

NOTE: The rates of GST & TCS is indicated as applicable as on the date of tender. Any changes to GST & TCS system, shall be borne by the purchaser .

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