

**Online Rate Contract Tender Sale**  
For the Period of October to December 2021

**By MURRAY & CO.**  
234, V M Street, Mylapore, Chennai - 600004.

**Under Instructions From**  
**M/s. Brakes India Private Ltd.,**  
Near Melmaruvathur, Cheyyur Taluk, Polambakkam - 603309. Chengalpet District.

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

**Commencing at 10:00 am on 22<sup>nd</sup> September 2021 & Ending at 5:00 pm on 24<sup>th</sup> September 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 Brakes India Pvt. Ltd, Near Melmaruvathur, Cheyyur Taluk, Polambakkam – 603309. Chengalpet Dist.** hereinafter known as the COMPANY.
2. Prospective tenderers should inspect the materials before tendering their offers. Inspection can be had on **22-09-2021 and 23-09-2021 from 9a.m. to 4p.m.** at the factories of generation and accumulation (hereinafter referred to as 'Sites of Clearance'). No complaints 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.
3. All tenderers are urged to inspect the materials prior to submitting their offers. The COMPANY reserves the right to add other Sites of Clearance during the contract period and the purchaser shall be acceptable to clear the materials accumulated at those sites also.
4. All quantities are approximate estimated arising, calculated based on the past data and projected production/ maintenance plans. The accumulation however may vary depending on the actual production/ maintenance during the contract period. The purchasers shall clear the entire accumulation irrespective of the quantity, during the contract period. The COMPANY or the AUCTIONEER do not provide any assurances regarding the quantity but the entire accumulation in the respective lot(s) will be available to the purchaser for clearance.
5. Offers 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.
6. 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.
7. Parties can submit their offers from **10:00 am on 22<sup>nd</sup> September 2021 onwards**. All offers must be placed before **5:00 pm 24<sup>th</sup> September 2021**. There will be no time extension and the lots will automatically close at **05:00 pm on 24<sup>th</sup> September 2021**. All bidders are advised to submit their offers well before the end time.
8. 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.
9. 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.
10. 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 Brakes India Ltd.
11. 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.
12. 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. If however, there's a steep change in the prices during the contract of more than 10%, the COMPANY may at their discretion, negotiate with the purchasers and revise the price. The revised price will then be effective for the rest of the duration of the contract. If the purchaser is not acceptable to such revision, the COMPANY may cancel the contract and allot the materials to other interested bidders.
13. 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.
14. The purchaser shall periodically check with the AUCTIONEERS/ COMPANY regarding accumulation of scrap materials allotted to him. The COMPANY or the AUCTIONEER may also intimate the purchaser as and when they are required to clear the materials. Unless otherwise specified or informed, the purchaser shall within 3 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 duties, taxes & levies at MURRAY & CO. by way of Demand draft. Information conveyed to the representative of the purchaser over the telephone or e-mail or in writing to the address given in the tender document, shall be deemed to be sufficient intimation given to the purchaser and no claim for non-receipt of intimation shall be accepted as a reason for non-payment within the allotted time.

15. The purchaser shall clear the entire accumulation of scrap from the Sites of Clearance as required by the COMPANY/ AUCTIONEER. The purchaser should strictly adhere to the periodicity of clearance set out. Where the periodicity of clearance is not specified, the scrap should be cleared as and when required by the COMPANY/ AUCTIONEERS. The COMPANY reserves the right to include other units/ factories for clearance of accumulation and the purchaser shall be agreeable to the same. 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.
16. 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.
17. The rates of Duties and Taxes indicated, are as applicable as on date, based on best information available. Duties and Taxes 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.
18. The materials paid for as per the clauses above should be removed from the factory premises at the purchaser's own cost within 4 days from the date of intimation or within the date stipulated.
19. 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 Security Deposit, cancellation of the sale contract 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. All payments shall be made to the AUCTIONEER by Demand Draft or Pay Order favouring MURRAY & CO. or through IMPS/ NEFT/ RTGS. For online transfers, contact the AUCTIONEER for the bank account details.
27. 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.
28. The decision of the COMPANY will be final and binding in all matters.
29. For any clarifications on the conditions of sale, contact MURRAY & CO.

#### List of Materials

Sale No	Reference No/ Lot No	Description	App. Qty	UoM	GST %	TCS %	Lot Deposit Rs.
15488	E056P/21/S003 - 9A	PVC Sheet Scrap	25000	Kgs	5	0	27000.00
15489	E056P/21/S003 - 9C	Cast Iron Swarf (Centrifuged)	140000	Kgs	18	1	235000.00
15490	E056P/21/S003 - 9D	MS Borings	100000	Kgs	18	1	145000.00
15491	E056P/21/S003 - 9G	Wooden Scrap	30000	Kgs	5	0	8000.00
15492	E056P/21/S003 - 9H	Waste and Scrap of Oil Seal & Boot	100	Kgs	5	0	500.00
15493	E056P/21/S003 - 9HA	Hose And Belt	150	Kgs	12	0	300.00
15494	E056P/21/S003 - 9I	Used Corrugated Box	50000	Kgs	5	0	45000.00
15495	E056P/21/S003 - 9IA	Waste Rubbish	5000	Kgs	5	0	2000.00
15496	E056P/21/S003 - 9J	MS Fabricated Scrap	9000	Kgs	18	1	15000.00

Sale No	Reference No/ Lot No	Description	App. Qty	UoM	GST %	TCS %	Lot Deposit Rs.
15497	E056P/21/S003 - 9JB	MS Bazaar Scrap	25000	Kgs	18	1	35000.00
15498	E056P/21/S003 - 9JC	MS Mechanical Scrap	5000	Kgs	18	1	10000.00
15499	E056P/21/S003 - 9R	Waste and Scrap of MS Component scrap (shoe) - (See Note- 1	10000	Kgs	18	1	10000.00
15500	E056P/21/S003 - 9Z	Plastic Scrap	1000	Kgs	5	0	2000.00
15501	E056P/21/S003 - 9ZA	Plastic Scrap 2nd Quality	3000	Kgs	5	0	3500.00
15502	E056P/21/S003 - 9ZD	Waste and Scrap of PVC Spool	400	Nos	5	0	500.00
15503	E056P/21/S003 - 9ZE	Waste and Scrap of PVC Plug	750	Kgs	5	0	500.00

**NOTE-1:** Lot No 9R offers from actual smelters only will be considered.

Lot #	Units from where accumulation is to be cleared
<b>9C</b>	<ul style="list-style-type: none"> <li>a) Brakes India Ltd, Cheyyur Taluk, Polambakkam, 603309.</li> <li>b) Veta Industries Plot No A19, Sipcot Industrial Part, Irungattukottai, Sriperumbudhur</li> <li>c) Sri Sivasakthi Engineers Pvt Ltd., Mugappair West, Chenna- 50.</li> <li>d) Sahana Engineering Works</li> </ul>
<b>9D</b>	<ul style="list-style-type: none"> <li>a) Brakes India Ltd, Cheyyur Taluk, Polambakkam, 603309.</li> <li>b) kumar Industries Estate, No.5, Tass Inustrail Estate, ambattur, Chennai-600098.</li> </ul>
<b>All Other Lots</b>	Brakes India Ltd, Cheyyur Taluk, Polambakkam, 603309.

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

**MURRAY & CO.**

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