

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

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

**Under Instructions from
M/s. Brakes India Private Ltd.,**
3A, KIADB Industrial Area, Nanjangud-571 302, Mysore, District, Karnataka.

**Online Tender Bidding on www.murrays.in
Commencing at 10.00 a.m. On 25th September 2021 &
Ending at 5.00 p.m. On 27th 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 Private Ltd., 3A, KIADB Industrial Area, Nanjangud-571 302, Mysore District, Karnataka.** hereinafter known as the COMPANY.
2. Prospective tenderers should inspect the materials before tendering their bids, 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 **24/09/2021 & 25/09/2021 from 9.00 a.m. to 4.00 p.m. at M/s. Brakes India Private Ltd., 3A, KIADB Industrial Area, Nanjangud-571 302, Mysore District, Karnataka.**
3. **All prospective bidders must have been vaccination, wear safety Shoes and follow the factory safety rules & regulations during inspection and also at the time of delivery.**
4. **All the materials will be sold to only the Karnataka Pollution Control Board authorised parties.**
5. 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.
6. Bids should be submitted only through MURRAY'S Online Auction Portal www.murrays.in. All parties desirous of submitting their online tender bids 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.
7. Registered parties can take part in the sale and submit bids 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 bids from the Bidding Room.
8. Parties can submit their bids from **10:00 a.m. on 25/09/2021 and close time 5:00 p.m. on 27/09/2021**. All bids must be placed before **5:00 p.m. on 27/09/2021**. There will be no time extension and the lots will automatically close at **5:00 p.m. on 27/09/2021**. All tenderers are advised to submit their bids well before the end time.
9. 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 bids based on any other clock. It is suggested that all parties place their bids well before the end time.
10. 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 all duties and taxes. Bids once submitted cannot be withdrawn. While submitting their bids 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 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.
11. 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 Brakes India Private Ltd.,
12. 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.
13. The tenderers whose bids 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.
14. 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.
15. 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.

16. 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 **Brakes India Private Ltd., payable at Nanjangud**. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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
23. The purchaser shall clear the entire accumulations of scrap as and when instructed by Brakes India Private 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.
24. 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 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.
25. 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.
26. 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.
27. 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.,.
28. 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.
29. 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 Brakes India Private Ltd.,Mysore. 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.,.
30. 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.
31. The decision of the COMPANY will be final and binding in all matters.
32. For other Conditions contact MURRAY & CO., No.234, V M Street, Mylapore, Chennai-4.

LIST OF MATERIALS

| Sale # | Reference # Lot # | Description | App. Qty | UoM | GST % | TCS % | Security Deposit (in Rs.) | Sale Ending Date & Time |
|--------|--------------------|---------------------------------------------------|----------|-----|-------|-------|---------------------------|------------------------------------|
| 16100 | E056N/20/W002 - 01 | Waste & scrap of Scrapped Ready mould waste mat | 38000 | Kgs | 5 | 1 | 20000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16101 | E056N/20/W002 - 02 | Waste & scrap of Polymer plastic scrap Lumps form | 25000 | Kgs | 5 | 1 | 21500 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16102 | E056N/20/W002 - 03 | Uncured Rubber scrap | 4000 | Kgs | 5 | 1 | 1000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16103 | E056N/20/W002 - 04 | Scrapped caliper rubber dust | 7000 | Kgs | 5 | 1 | 3000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16104 | E056N/20/W002 - 05 | Mutilated Rubber scrap | 7000 | Kgs | 5 | 1 | 1500 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16105 | E056N/20/W002 - 06 | Scrapped (SS & MS Chips) Metal Swarf without Drum | 500 | Kgs | 18 | 1 | 1000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16106 | E056N/20/W002 - 07 | Scrapped Polymer Plastic Sweep Dust | 6000 | Kgs | 5 | 1 | 1000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16107 | E056N/20/W002 - 08 | Used Carbon Dust with Bags | 1000 | Kgs | 5 | 0 | 1000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16108 | E056N/20/W002 - 09 | Used Rubber Stainless Steel Mesh | 400 | Kgs | 18 | 0 | 1000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16109 | E056N/20/W002 - 10 | Scrapped Paper bags including torn and pieces | 3000 | Kgs | 5 | 0 | 1500 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16110 | E056N/20/W002 - 11 | Used carton boxes including torn & pieces | 3500 | Kgs | 12 | 0 | 2000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16111 | E056N/20/W002 - 12 | Empty Jumbo bags – White colour | 250 | Nos | 5 | 0 | 1100 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16112 | E056N/20/W002 - 13 | Empty Jumbo bags – Black colour | 80 | Nos | 5 | 0 | 1000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16113 | E056N/20/W002 - 14 | Waste & scrap of Plywood | 1500 | Kgs | 5 | 0 | 1300 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16114 | E056N/20/W002 - 15 | Wooden scrap (excluding wooden pallets) | 4000 | Kgs | 5 | 0 | 1400 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16115 | E056N/20/W002 - 16 | Wooden pallets | 3000 | Kgs | 5 | 0 | 1600 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16116 | E056N/20/W002 - 17 | Waste & scrap of Caliper plastic strips (PET) | 2000 | Kgs | 5 | 0 | 1000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16117 | E056N/20/W002 - 18 | MS Metal Scrap | 1300 | Kgs | 18 | 0 | 1600 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16118 | E056N/20/W002 - 19 | Torn & pieces of paper and newspaper scrap | 250 | Kgs | 5 | 0 | 200 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16119 | E056N/20/W002 - 20 | Empty Sun Flower oil Tin | 200 | Nos | 18 | 0 | 500 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16120 | E056N/20/W002 - 21 | Empty plastic Soap oil empty containers | 600 | Kgs | 12 | 0 | 1000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16121 | E056N/20/W002 - 22 | Waste & scrap of Electrical Scrap | 300 | kgs | 18 | 0 | 1000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |

| Sale # | Reference # Lot # | Description | App. Qty | UoM | GST % | TCS % | Security Deposit (in Rs.) | Sale Ending Date & Time |
|--------|--------------------|---------------------------------------------------------------------------|----------|-----|-------|-------|---------------------------|------------------------------------|
| 16122 | E056N/20/W002 - 23 | Waste & Scrap of Aluminum | 50 | Kgs | 18 | 0 | 500 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16123 | E056N/20/W002 - 24 | Used Spent oil in 205 Ltrs. capacity barrel | 15 | Nos | 18 | 0 | 2000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16124 | E056N/20/W002 - 25 | Empty MS barrels 205 Ltrs. capacity | 125 | Nos | 12 | 0 | 2000 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16125 | E056N/20/W002 - 26 | Empty plastic barrels 205 Ltrs. capacity | 125 | Nos | 12 | 0 | 3500 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16126 | E056N/20/W002 - 27 | Empty 1 to 50 Ltrs. capacity plastic & MS cans | 100 | Kgs | 12 | 0 | 200 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16127 | E056N/20/W002 - 28 | Scrapped plastic/ polythene bags including torn & pieces (No Segregation) | 9000 | Kgs | 5 | 0 | 7500 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16128 | E056N/20/W002 - 29 | Waste & Scrap of Computer Parts - Electronic scrap | 25 | Kgs | 18 | 0 | 200 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |
| 16129 | E056N/20/W002 - 30 | Silver coating empty bags | 800 | Kgs | 5 | 0 | 300 | 27-09-2021 at 17.00 Hrs (5.00 p.m) |

Note: For Lot Nos.26 to 31, parties certified by Central Pollution Control Board / Karnataka State Pollution Control Board alone have to quote their rates.

M/s. MURRAY & CO.
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