

**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](http://www.murrays.in)**  
**Commencing at 10:00a.m. & Ending at 5:00p.m. on 23<sup>rd</sup> April 2024.**

**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 COMPANYY.
2. Prospective bidders should inspect the machine/ materials before submitting their bids. Inspection can be had on **22-04-2023 from 9a.m. to 4p.m. at M/s. Brakes India Pvt. Ltd, Padi, Chennai – 600050.** 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. 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 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.
4. 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.** Parties should shortlist lots, assign deposits for the same and make their bids from the Bidding Room.
5. Parties can submit their bids from **10:00a.m on 23-04-2024. 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 bids 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. Bids once submitted cannot be withdrawn. While submitting their bids 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 bids, 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 bids open till a decision on the same is taken by the COMPANYY. Normally, decision on the bids 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 bids 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 COMPANYY
9. The COMPANYY 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 bids are accepted by the COMPANYY shall be the purchasers. Upon acceptance of any of the bids, the COMPANYY 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 COMPANYY. 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 COMPANYY 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 COMPANYY 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 bids. The purchasers should fix up the time for delivery with the COMPANYY/ AUCTIONEERS at least a day prior to the proposed date of delivery
15. Invoices will be raised by the COMPANYY 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 COMPANYY 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 COMPANYY. In the event of such forfeiture, the COMPANYY 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.
29. **Special Conditions** (In addition to the conditions stated above):

**Lot No. 01 & 09.** The EMD will be retained as security deposit for proper clearance of the entire lot. The security deposit shall be retained by the AUCTIONEER and returned to the purchaser after the entire lot is cleared to the complete satisfaction of the COMPANY. If the purchaser fails to clear the entire lot to the satisfaction of the COMPANY, the security deposit along with the balance sale consideration and GST will be forfeited to the COMPANY.

#### LIST OF MATERIALS

Sale#	Reference No – Lot No.	Description	App. Qty	UoM	GST %	TCS %	Lot Deposit	Sale End Date & Time
30080	E056/24/U003 – 01	Waste & Scrap of MS Misc & Bazaar Items without PVC Barrels, Including Broken Glass – <b>See special condition</b>	1	Lot	18	0	10000	23-04-2024 at 17.00Hrs (5.00p.m.)
30081	E056/24/U003 – 02	Waste and Scrap of Furniture items	1	Lot	18	0	1500	23-04-2024 at 17.00Hrs (5.00p.m.)
30082	E056/24/U003 – 03	Waste & Scrap of MS Tools & Fixtures	4000	Kgs	18	0	1500	23-04-2024 at 17.00Hrs (5.00p.m.)
30083	E056/24/U003 – 04	Waste & Scrap of MS Pipes	1	Lot	18	0	2500	23-04-2024 at 17.00Hrs (5.00p.m.)
30084	E056/24/U003 – 05	Waste & Scrap of Auto mobile parts	1	Lot	18	0	2000	23-04-2024 at 17.00Hrs (5.00p.m.)
30085	E056/24/U003 – 06	Waste & Scrap of Trolley wheels	1	Lot	18	0	1000	23-04-2024 at 17.00Hrs (5.00p.m.)
30086	E056/24/U003 – 07	Waste & Scrap of Stainless Steel items-As were is condition, no segregation, including utensils	400	Kgs	18	0	3000	23-04-2024 at 17.00Hrs (5.00p.m.)
30087	E056/24/U003 – 08	Waste & Scrap of GI / MS Ducting Sheets	1	Lot	18	0	2000	23-04-2024 at 17.00Hrs (5.00p.m.)
30088	E056/24/U003 – 09	Waste & Scrap of Lined Shoe Mutilation – <b>See Special Condition</b>	5000	Kgs	18	1	10000	23-04-2024 at 17.00Hrs (5.00p.m.)
30089	E056/24/U003 – 10	Waste & Scrap of Fire Extinguishers items with MS Bucket	1	Lot	18	0	1500	23-04-2024 at 17.00Hrs (5.00p.m.)
30090	E056/24/U003 – 11	Waste & Scrap of Table Top Fans – 17 Nos	1	Lot	18	0	2000	23-04-2024 at 17.00Hrs (5.00p.m.)
30091	E056/24/U003 – 12	Waste & Scrap of Aluminium Ladder	1	Nos	18	0	2000	23-04-2024 at 17.00Hrs (5.00p.m.)
30092	E056/24/U003 – 13	Waste & Scrap of FRP Cooling Tower	1	Lot	18	0	1000	23-04-2024 at 17.00Hrs (5.00p.m.)

Sale#	Reference No – Lot No.	Description	App. Qty	UoM	GST %	TCS %	Lot Deposit	Sale End Date & Time
30093	E056/24/U003 – 14	Waste & Scrap of Final Viewing Table - 30021109	1	Nos	18	0	1000	23-04-2024 at 17.00Hrs (5.00p.m.)
30094	E056/24/U003 – 15	Waste & Scrap of Document Center Stand 3Nos - 44002948	1	Lot	18	0	1000	23-04-2024 at 17.00Hrs (5.00p.m.)
30095	E056/24/U003 – 16	Waste & Scrap of Dot Marking Machine - 30021103	1	No	18	0	1000	23-04-2024 at 17.00Hrs (5.00p.m.)
30096	E056/24/U003 – 17	Waste & Scrap of Brake shoe pin Pressing Machine - 30021105	1	No	18	0	1000	23-04-2024 at 17.00Hrs (5.00p.m.)
30097	E056/24/U003 – 18	Waste & Scrap of Drum Brake Test Rig- 30021108	1	No	18	0	1500	23-04-2024 at 17.00Hrs (5.00p.m.)
30098	E056/24/U003 – 19	Waste & Scrap of Traceability for Drum brake-30021111	1	No	18	0	1000	23-04-2024 at 17.00Hrs (5.00p.m.)
30099	E056/24/U003 – 20	Waste & Scrap of Drum Brake Vision Rig- 30021112	1	No	18	0	1000	23-04-2024 at 17.00Hrs (5.00p.m.)
30100	E056/24/U003 – 21	Waste & Scrap of Shoe Assembly Rig - 30021114	1	No	18	0	2000	23-04-2024 at 17.00Hrs (5.00p.m.)
30101	E056/24/U003 – 22	Waste & Scrap of MS Trays	1	Lot	18	0	2000	23-04-2024 at 17.00Hrs (5.00p.m.)
30102	E056/24/U003 – 23	Waste & Scrap of Canteen Oil Tin	600	Nos	18	0	2000	23-04-2024 at 17.00Hrs (5.00p.m.)
30103	E056/24/U003 – 24	Waste & Scrap of New Dosa tawa - 40000278	1	No	18	0	2500	23-04-2024 at 17.00Hrs (5.00p.m.)
30104	E056/24/U003 – 25	Waste & Scrap of Water Cooler 2Nos - 38000085	1	Lot	18	0	3000	23-04-2024 at 17.00Hrs (5.00p.m.)
30105	E056/24/U003 – 26	Waste & Scrap of 200 Ltr capacity SS Double Jacket Rice vessels - 40000542	1	No	18	0	3000	23-04-2024 at 17.00Hrs (5.00p.m.)
30106	E056/24/U003 – 27	Waste & Scrap of 200 Ltr capacity SS Double Jacket Rice vessel - 40000543	1	No	18	0	3000	23-04-2024 at 17.00Hrs (5.00p.m.)
30107	E056/24/U003 – 28	Waste & Scrap of 200 Ltr capacity SS Double Jacket Rice vessel - 40000544	1	No	18	0	3000	23-04-2024 at 17.00Hrs (5.00p.m.)
30108	E056/24/U003 – 29	Waste & Scrap of Electrical truck platform - 54000019	1	No	18	0	2000	23-04-2024 at 17.00Hrs (5.00p.m.)
30109	E056/24/U003 – 30	Waste & Scrap of Electrical truck platform - 54000037	1	No	18	0	2000	23-04-2024 at 17.00Hrs (5.00p.m.)
30110	E056/24/U003 – 31	Waste & Scrap of Refrigerator - 40000332	1	No	18	0	500	23-04-2024 at 17.00Hrs (5.00p.m.)
30111	E056/24/U003 – 32	Waste & Scrap of Tennis table - 44002532	1	No	18	0	500	23-04-2024 at 17.00Hrs (5.00p.m.)
30112	E056/24/U003 – 33	Waste & Scrap of 1Ton Capacity Hoist - 30020347	1	No	18	0	500	23-04-2024 at 17.00Hrs (5.00p.m.)
30113	E056/24/U003 – 34	Waste & Scrap of Sony Audio systems - 40000284	1	No	18	0	1500	23-04-2024 at 17.00Hrs (5.00p.m.)
30114	E056/24/U003 – 35	Waste & Scrap of Cut of machine - 30018587	1	No	18	0	500	23-04-2024 at 17.00Hrs (5.00p.m.)
30115	E056/24/U003 – 36	Waste & Scrap of Rectifier 15V, 500AMS Capacity - 8Nos	1	Lot	18	0	15000	23-04-2024 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 purchaser .**

**M/s. MURRAY & CO.**

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