

Tender terms & condition of sale of salvage

1. The salvage stock is sold strictly on “AS IS WHERE IS BASIS” and “NO REJECTION BASIS”. Quality, size and number stated in any advertisements, document or material issued on behalf of the seller are approximate. By submitting the bid, a bidder shall be deemed to have inspected the goods and satisfied himself about the same. The seller/insurers does not make any assurance, guarantee or warranty as regards the description, quality, condition, weight, grade, soundness, etc. of the goods.
2. Bid shall be submitted only for the entire quantity available and not portion thereof.
3. The bidder hereby agrees that it shall be entirely at the discretion of the insurers & insurance surveyor to accept or refuse any offer without assigning any reason whatsoever and he (the bidder) does undertake not to dispute seller's decision. He also does undertake not to take any legal action as regards acceptance or refusal of any offer by the seller/insurers.
4. The bidder shall have no right to withdraw, modify or question the sale after submitting a bid, by reason of any mis-description, error, defect or any other reason whatsoever.
5. Each Tenderer has to deposit minimum EMD of Rs. 5,00,000/- (Rupees Five Lacs) by way of DD/P.O. in favour of M/s Sintex Industries Ltd., Payable at Ahmedabad on the value of the entire quantity on as is where is basis and no cheque is acceptable. DD/PO should be of any Nationalised Bank/Scheduled Bank other than Co-operative banks. The EMD should be deposited alongwith tender form and its terms & conditions duly signed by the tenderer. Any tender without required EMD/lesser EMD shall not be entertained.
6. The successful tenderer shall have to pay the advance payment by DD / PO before taking the delivery of all the mixed salvage of Fire/water/smoke damaged materials as described in the tender notice.
After receipt of the entire payment from the successful tenderer the delivery of the complete salvage goods is to be taken within Fifteen days or within the mutually agreed period and the EMD along with any Balance payment will be returned back to the successful tenderer.
In no case shall any extension of time be sought by the successful tenderer.
7. In the event of failure of the successful tenderer to pay as above, the bid shall stand cancelled and the EMD amount shall be forfeited. The bidder shall have no claim whatsoever over any goods or in any other manner.
8. All local taxes, duties, levies, rates and charges payable on the transaction shall be borne by the purchaser at the rates in force at the time of delivery of goods.
9. Delivery order will be issued to the purchaser after receipt of entire bid amount or partially bid amount including all taxes and duties as mutually agreed.
10. The quantity & quality mentioned in the tender are only of the Fire/Heat/Water/smoke damaged materials collected & lying at site and subject to variation. The seller/insurers shall not be held responsible by the purchaser for the quantity/quality of the salvage goods and the insurers shall also not be held responsible by the insured regarding the details of the declared affected items in the Tender.
11. The purchaser shall make his own arrangements for dismantling, loading, unloading, removal and transporting of the materials from the premises and shall

- not claim any facility or assistance for men or material from the seller. The entire cost has to be borne by the purchaser.
12. The tender shall be opened on 12/05/2017 at 3.00 P.M. at M/s Sintex Industries Ltd., 119, Kalasagar, Shopping Hub, 1st Floor, Opp. SAI Baba Temple, Sattadhar, Ahmedabad 380 061. in the presence of the tenderers those who wish to remain present. The tender shall be finalized on the same day.
 13. The salvage can be inspected at the Godown of M/s Sintex Industries Ltd., Village Lunsapar, Tal. Jafrabad, Dist. Amreli between 10.00 A.M. to 6.00 P.M. upto 10/05/2017.
 14. If the party fails to make the payment of the salvage quantity within seven days, then the contract may be cancelled and the EMD deposited may be forfeited.
 15. The seller/insurers' shall not be liable for or be bound in any manner for any representation or statement which are not contained in these terms and conditions of sale or are contrary and inconsistent there with purported to have been made by the seller.
 16. The dispute, if any, regarding the sale of salvage will be subject to Ahmedabad jurisdiction.
 17. The insurers' representatives & insurance surveyor reserves the right either to accept or reject any tender without assigning any reason thereon.

Declaration to be signed by the tenderer.

I/We have inspected the salvage and read & acquainted myself/ourselves with the terms and conditions of sale. I/We agree to the terms and conditions unconditionally and have submitted this offer accordingly.

I/We also do hereby agree that it shall be entirely at the discretion of the insurers' representatives & insurance surveyor to accept or refuse any offer without assigning any reason whatsoever and I/We also do undertake not to take any legal action as regards accepting or rejecting any offer.

Signature of Tenderer

Name and Designation of the person signing along with stamp of firm