

TENDER FORM

TENDER TERMS AND CONDITIONS

**FOR SALE OF POST FIRE INCIDENT
SALVAGE OF THE FIRE AFFECTED AND DAMAGED COTTON BALES
AND FIRE AFFECTED DAMAGED PROCESS WASTE BALES
BELONGING TO SINTEX INDUSTRIES LTD. (Seller)**

LYING AT Village: Lunsapur, Tal.: Jafrabad, Dist.: Amreli, GUJARAT – 365540

1.0 DESCRIPTION OF LOTS OF GOODS TO BE SOLD

Lot 1 – Un-segregated Cotton Stocks as a single Lot **on Lump Sum Basis** and on as is where is Basis, with all faults, lying within and just outside the Fire Affected Godown premises, in an earmarked and properly demarcated area

FOR LOT NO. 2, 3, 4 And 5

Tender offer Price bid for each of the below mentioned Lot Nos. 2, 3, 4 And 5 would be required to be worked out and submitted by each Tenderer considering their offered Tender Price Bid per Kg. Multiplied by the Estimated Segregated Quantity* in Kgs. mentioned below (***)Quantity Difference if any at the time of actual dispatch would be accounted for at the time of actual salvage disposal to the highest bidder and the Tenderer shall be finally required to pay for the actual quantity per Kg. of goods lifted under Lot 2, 3, 4 And 5)**

Lot 2 - Segregated Stocks of Cotton removed from the various fire affected cotton raw material bales on as is where is basis with all faults - **(Estimated Segregated Qty.: 105000 Kgs approx). Also please mention clearly your per Kg. offer and your calculated Total Tender Offer for Estimated Segregated Qty.**

Lot 3 - Segregated Stocks of Comber Process Waste on as is where basis with all faults is – **(Estimated Segregated Qty.: 22000 Kgs approx). Also please mention clearly your per Kg. offer and your calculated Total Tender Offer for Estimated Segregated Qty.**

Lot 4 - Segregated Stocks of Dropping Process Waste on as is where basis with all faults is – **(Estimated Segregated Qty.:3900 Kgs approx). Also please mention clearly your per Kg. offer and your calculated Total Tender Offer for Estimated Segregated Qty.**

Lot 5 - Segregated Stocks of Hard Waste Process Waste on as is where basis with all faults is – **(Estimated Segregated Qty.:175 Kgs approx). Also please mention clearly your per Kg. offer and your calculated Total Tender Offer for Estimated Segregated Qty.**

1.1 The above lots are intended to be sold by M/s. Sintex Industries Ltd. strictly on “AS IS WHERE IS” basis with all faults. By submitting the Tender Price bid, a bidder shall be deemed to have inspected the goods in each of lot for which they have submitted the Price Bid and the Bidder shall be deemed to have satisfied himself about the quality and quantity of above various lots of goods under the Newspaper Tender Sale process. The Seller does make any assurance, guarantee or warranty as regards the description, quality, condition, weight, grade, soundness etc. of the goods and the seller may satisfy himself in all respects before giving their Tender Bid in a sealed Envelope thereby mentioning Offer for Sintex Tender Price Bid

1.2 Separate Price Bid shall be submitted for each of the 5 Lots and not for portions thereof – Lot No. 1 on Lump sum basis and on as is where is basis and for Lots No. **2, 3, 4 And 5** on Tender

Total Price Bid (Considering per Kg. basis unit rate tender price bid offered Multiplied by the Estimated Segregated Qty. as per Tender).

1.2 The Seller shall have the sole and absolute right and discretion to withdraw any portion of the lots or any of the lots, before physical delivery without assigning any reason whatsoever. However, the bidder shall have no option to accept a lesser quantity than what is offered by the seller for delivery.

1.3 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.

2.0 PAYMENT

2.1 Tender Bid for Lot No. 1 shall be accompanied by Earnest Money Deposit (EMD) @ 10% of the total value of their lump sum offer for the entire goods on as is where is basis

2.2 Tender Bid for Lot No. 2 shall be accompanied by Earnest Money Deposit (EMD) @ 10% of the total value of offer for the entire estimated qty. of segregated goods.

2.3 Tender Bid for Lot No. 3 shall be accompanied by Earnest Money Deposit @ 10% of the total value of offer for the entire estimated qty. of segregated goods

2.4 Tender Bid for Lot No. 4 shall be accompanied by Earnest Money Deposit @ 10% of the total value of offer for the entire estimated qty. of segregated goods

2.5 Tender Bid for Lot No. 5 shall be accompanied by Earnest Money Deposit @ 10% of the total value of offer for the entire estimated qty. of segregated goods

Earnest Money Deposit @ 10% of the Tender Price Bid has to be paid by way of Demand Draft obtained from Nationalized or Scheduled Bank in favour of M/s. Sintex Industries Ltd. payable at **Ahmedabad**. In no case shall the EMD carry any interest. Tenderers could give a single DD for all the 5 Lots or alternatively could give the separate DD's for each of the 5 Lots separately.

2.6 Any Tender submitted without the correct EMD @ 10% of the Tender Offer Price Bid shall be invalid and summarily rejected.

2.7 All the various Tender Bids / Tender Offers should reach the office of appointed Insurance Surveyors and Loss Assessors - M/s. Rakesh Narula & Co., 414-415, Race Course Circle, Vadodara before 5 p.m. on _____. No tender shall be received thereafter for any reason whatsoever. Tender Bid Sealed Envelope should mention that the Envelope contains Sintex Tender Bid.

2.8 The tenders shall be opened on next day at Surveyors office - M/s. Rakesh Narula & Co., 414-415, Race Course Circle, Vadodara at 3 PM and the "highest bidder of each lot" shall be treated as the successful tenderer.

2.9 The successful tenderer shall pay the entire amount of bid together with applicable GST, taxes and duties thereon after adjusting the Earnest Money Deposit within 10 calendar days of the seller informing them that their Bid has been accepted. Balance Payment over and above the Earnest Money Deposit deposited is to be made by Demand Draft, obtained from Nationalized or Scheduled Bank in favour of Sintex Industries Ltd. payable at Ahmedabad. In no case shall any extension of time be sought by the successful tenderer.

2.10 In the event of failure of the successful tenderer to pay the full amount of their bidder price as above, the Tender Price Bid shall stand cancelled and the Earnest Money Deposit shall be forfeited and in that event the bidder shall have no claim whatsoever over any goods or in any other manner.

3.0 GST, TAXES AND DUTIES

3.1 All local taxes, GST, 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 and will be over and above the rate quoted / bid / finalised.

4.0 ISSUE OF DELIVERY ORDER AND RELEASE OF MATERIALS

4.1 Delivery Order will be issued to the successful bidder within 7 working days of receipt of the entire bid amount as per Clause 2.9 above including the applicable taxes and duties applicable.

4.2 The entire quantity of the goods in the various 5 Lots in question shall be taken delivery by the successful highest bidder within 7 working days from date of issue of the Delivery Order. In the event of any delay the successful highest bidder shall be liable to pay demurrage @ Rs. 1,00,000 for each day until removal of the entire goods. The delivery shall not be permitted until remittance of the demurrage charges.

4.3 Notwithstanding the provision for demurrage, the Seller shall be entitled to cancel the bid in respect of the salvage not removed within the stipulated time, in which case the EMD and bid amount paid to the extent of such quantity not removed shall be forfeited by the seller and the successful tenderer shall not have any claim for the payment or the goods against the Seller or any other person.

4.4 The purchaser shall make his own arrangement for loading and transporting of the goods from the premises and shall not claim any facility or assistance for men or material from the Seller.

4.5 Delivery shall be given during working hours on all the working days except Sundays & public holidays.

4.6 If the purchaser wishes to take delivery of the goods through his authorized representative, he must authorize such person by letter of authority and ID proof, which shall be signed by the person who has signed the tender. The Seller may however refuse to accept or recognize the letter of authority and refuse to deliver to anyone other than the purchaser. However, in case of delivery to authorized representative, the Seller shall not thereafter be responsible to the purchaser for any loss or damage to the goods and no claim shall lie against the Seller even in case of any delivery to a wrong person. However, all documents including Delivery Challan, gate pass etc. shall be only in the name of the purchaser and not any authorized representative.

4.7 Purchaser shall not be entitled to resell the goods or any portion thereof until after taking delivery and removal of the same from the Seller's premises.

5.0 GENERAL

5.1 Each tender offer should contain full and proper postal office and residential address of the Tenderer, Mobile No./s, Land Line No./s of Office and Residence and Email Id/s. In no case shall any change, amendment or alteration of the name, address or any other particulars/contents of the tenderer shall be permitted after submission of the same.

5.2 The Purchasers are warned that any attempt to misuse any Delivery Order, Gate Pass, Delivery Challan or other documents shall be liable for serious penalty, including cancellation of bid and forfeiture of amounts paid. The Purchasers shall ensure that important documents are in the custody of trustworthy, responsible and authorized persons.

5.3 All bidders shall be deemed to have read and acquainted with all the conditions of this Tender and submitted their bids subject to the same.

5.4 The Seller reserves their right to reject a bid without assigning any reason whatsoever.

5.5 The Seller shall not be liable for non-performance of any contract either wholly or in part nor for any delay in performance resulting from or due to any cause beyond their control including but not limited to fire, strike, go slow, lock-out, closure, dispute with workmen, uncertain and unstable labour situations, war, riot, civil commotion, pestilent epidemic, floods, accident, damage or accident to machinery, shortage of wagons, shortage of labour, Government or Railway restrictions, Act of God or any circumstances beyond their control.

5.6 All notices and communication shall be deemed to have received by a bidder if posted to the address given in the tender.

5.7 The Seller 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 therewith purported to have been made by the Vendor.

5.8 The sale shall be subject to the exclusive jurisdiction of Ahmedabad Courts only.

6.0 TERMINATION OF BID

6.1 The Seller reserves the right at its sole discretion to terminate the Bid/s at any time.

7.0 DISCLAIMER BY SELLER

7.1 Goods offered for sale had been damaged by fire and by subsequent fire extinguishing exercise.

7.2 The Seller makes no representation or warranty, express or implied, including fitness of goods nor of its use for any particular purpose. Under no circumstances shall the Seller be liable for incidental, consequential, direct or indirect damages for alleged negligence, breach of warranty, strict liability, tort, contract or for any reason whatsoever arising in connection with the goods.

7.3 The user must test the goods for the intended conditions of use.

7.5 The validity of this disclaimer shall be a continuing one and any seller of the goods or part thereof shall always be bound to disclose the same to any subsequent purchaser.

8.0 INSPECTION OF GOODS BY BIDDERS

8.1 The Bidders may carry out the inspection of the goods offered for sale by the Seller in each of the 5 Lots and they should completely satisfy themselves about the quantity and quality of all the various lots of goods that they propose to offer their Tender Price bid for their own.

8.2 The prospective bidders shall be required to get in touch with the following person/s on any working day between Monday to Saturday. The Authorized Representative of the Vendor shall accompany the intended bidder for facilitating the inspection of the goods in each of the 5 Lots.

Persons to be contacted:- Mr. Sunil Singh
Mobile No.:+91-7226003835.

8.3 Bidder shall be allowed to inspect only the stocks of the various offered Lots and only 1 physical inspection will be allowed to be carried out by the Bidder.

8.4 Inspection will be permitted between 10.00 AM and 4.00 PM on all working days.

DECLARATION TO BE SIGNED BY TENDERER

I/We have read and acquainted myself/ourselves with the terms and conditions of sale. I/We agree to the terms and conditions unconditionally and have submitted my attached offer accordingly.

NAME:-

OFFICE ADDRESS:-

RESIDENCE ADDRESS:-

Mobile No./s:

Land Line Phone Nos.:- Office _____, Residence:_____

Email id/s.

Fax:-

SIGNATURE OF TENDERER

**NAME AND DESIGNATION OF
PERSON SIGNING**

ATTACHED : OFFER OF THE TENDERER

LOT NO.	Approx. Quantity In Kgs	OFFERED TENDER PRICE BID RS. (Rate / KG except item no.1)	EARNEST MONEY DEPOSIT @ 10% RS.	EARNEST MONEY DEPOSIT DEMAND DRAFT NO., DATE AND NAME OF THE NATIONALISED OR SCHEDULED BANK
A	B	C	D = B X C X 10%	
1	LUMPSUM			
2	105000.00			
3	22000.00			
4	3900.00			
5	175.00			

DRAFT OF ADVERTISEMENT

SINTEX INDUSTRIES LTD., VILL.: LUNSAPUR, TAL.: JAFRABAD,
DIST.: AMRELI – 365540 (Nearest Airport Diu approx. 75 Kms)
CONTACT MR. Mr. Sunil Singh Mobile No.:+91-7226003835

POST FIRE INCIDENT COTTON STOCKS

TENDER SALE NOTICE (ON AS IS WHERE IS BASIS)

GET TENDER FORM, TERMS & CONDITIONS, INSPECTION CAN BE
DONE AT ABOVE ADDRESS (REFER WEB LINK_____)

SUBMIT YOUR TENDER OFFER WITH 10% E.M.D BY _____ 5 PM,

TENDER OPENING _____ 3 PM AT THE BELOW ADDRESS,

**RAKESH NARULA & CO. 414-415, RACE COURSE TOWER, RACE
COURSE CIRCLE, VADODARA – 390007**