

**TENDER CONDITIONS & TERMS FOR SALE OF FIRE/HEAT/WATER/SMOKE
AFFECTED SALVAGE OF
PRINTED & UNPRINTED POLYESTER / BOPP / CPP / POLY FILM & PRINTING
CYLINDERS / ROLLERS BELONGING TO SUPER LAMICOATS PVT LTD., (the
Seller) LYING AT WARD NO.9, JITPUR, SIMRA, NEPAL**

1.0 DESCRIPTION OF GOODS

**PRINTED & UNPRINTED POLYESTER / BOPP / CPP / POLY FILM (APPROX.
10,711 KG PRINTED & 58,263 KG UNPRINTED I.E. TOTAL APPROX. 68,974
KGS) & PRINTING CYLINDERS / ROLLERS (APPROX. 445 PCS)**

1.1 The goods are sold strictly on "AS IS WHERE IS" basis, subject to the sellers' condition of disposal of Plastic components only after crushing / shredding by the purchaser in the presence of seller representative. Quantity stated in any advertisement, document or material issued by the Seller is approximate. By submitting the bid, a bidder shall be deemed to have inspected the goods and satisfied himself about the same. The Seller does not make any assurance, guarantee or warranty as regards the description, quality, condition, weight, grade, soundness, etc. of the goods.

1.2 The tender shall be in 3 lots and the Bid should be submitted for all items i.e. all 3 lots in the tender and where the complete items are not quoted the seller reserves the right to reject such offers/ bids. For each item the bid shall be for the ENTIRE LOTS of items offered. The seller reserves the right to declare different bidders as successful in respect of each of the lots of the tender separately, but the bidder must quote for ALL 3 LOTS.

1.3 The Seller (in consultation with the surveyors & insurers) shall have the sole and absolute right and discretion to withdraw any part of or the entire tender or all or any portion or all of the goods (within any part or all parts of the tender) before physical delivery, without assigning any reason whatsoever. However, the bidder shall have no option to accept a lesser quantity than offered for delivery.

1.4 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.

1.5 The seller reserves the right to cancel the tender in whole or in part and also reserves the right to re-tender / e-tender or sells the salvage through any other mode.

2.0 PAYMENT

2.1 Each bid shall be accompanied by **Earnest Money Deposit (EMD) @ 10% of the total value of offer for the entire goods** in the tender that are bid for, by way of Demand Draft obtained from a recognized Bank in favour of **M/s. Super Lamicoats Pvt Ltd. payable in Kathmandu**. In no case shall the EMD carry any interest.

2.2 Any tender submitted without the EMD is liable to be treated as invalid / summarily rejected.

2.3 **The tender should reach the office of M/s Oriental Insurance Co. Pvt. Ltd., Sunrise Bizz Park, 1st Floor, Charkhal, Dillibazar, Kathmandu (Ph:4416439 / 4418578) before 5.00 pm on 23/06/2019 in sealed cover**

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clearly marked with the words "SUPER TENDER" on its outside. Tenders received thereafter for any reason whatsoever are liable to be rejected.

2.4 The highest bidder, satisfying all conditions of the tender, shall be considered for awarding the tender.

2.5 The successful Tenderer(s) shall pay the entire amount of bid for the items awarded to him, together with applicable taxes and duties thereon WITHOUT adjusting the EMD, at least 1 day prior to taking the delivery, maximum within 3 days of receipt of intimation of his being declared successful, by Demand Draft obtained from recognized Bank in favour of **M/s. The Oriental Insurance Company Ltd.,** payable at **Kathmandu** or by any other suitable means as may be agreed. In no case shall any extension of time be sought by the successful tenderer(s). For this purpose, the successful tenderer(s) would be deemed to have received intimation of his being declared successful on the date when he signs on such intimation **or on the 2nd day after the intimation** of the same is dispatched to his address given on the tender by post / courier / email / telephone, whichever is earlier.

2.6 In the event of failure of the successful Tenderer to pay the amount of bid as 2.5 above, his bid shall stand cancelled and the EMD shall be forfeited. The bidder shall have no claim whatsoever over any goods or over the EMD or in any other manner.

2.7 In the event of cancellation of any bid due to non-performance as per 2.6 or otherwise, the Seller shall be entitled to call upon the next highest bidder/s to pay the amount of bid as in 2.5 above or to dispose the salvage in any other manner.

2.8 The EMD Demand drafts of the unsuccessful bidders shall be returned as soon as possible, within 10 days after intimation to the successful Tenderer of that part, STRICTLY against Receipts bearing the signatures of the original Tenderers.

2.9 The Seller shall refund any Excess Amount in hand, including the EMD if any, to the Tenderer(s)/Purchaser(s) within 7 working days after the final delivery.

3.0 TAXES AND DUTIES

3.1 All taxes, duties, levies, rates and charges payable on the transaction shall be borne by the Tenderer (Purchaser) at the rates in force at the time of delivery of goods.

3.2 The seller confirms that at the time of release of the advertisement for this tender, the applicable taxes were as under (subject to change if any at time of final delivery as per 3.1 above):-

Tax Name	Rate of Tax / duty, etc
Excise	5%
VAT	13%

4.0 ISSUE OF DELIVERY ORDER AND RELEASE OF MATERIALS

4.1 The Delivery Orders will be issued to the purchaser within 1 working day of receipt of the entire bid amount as per Clause 2.5 above including the taxes and duties applicable.

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4.2 The quantity mentioned in the tender is only approximate and The Seller shall not be held responsible by the Tenderer/Purchaser.

4.3 The entire quantity shall be taken delivery by the purchaser within 5 working days from date of issue of the Delivery Order. In the event of any delay the purchaser shall be liable to pay demurrage @ NPR 5,000 for each day until removal of the entire goods. The delivery shall not be permitted until remittance of the demurrage charges unless the seller is convinced that it is due to force majeure conditions.

4.4 Notwithstanding the provision for demurrage, the Seller shall be entitled to cancel the bid in respect of the quantity of materials 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 and the successful Tenderer / Purchaser shall not have any claim for payment or the goods against the Seller or any other person.

4.5 The Tenderer/Purchaser shall make his own arrangement for segregating, loading and transporting of the goods from the premises and shall not claim any facility or assistance for men or material from the Seller.

4.6 Delivery shall be given during working hours on all working days.

4.7 If the Tenderer/Purchaser wishes to take delivery of the goods through his authorised representative, he must authorise such person by letter of authority 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 authorised representative, the Seller shall not thereafter be responsible to the Tenderer / 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 Tenderer / purchaser and not any authorised representative.

5.0 GENERAL

5.1 The Tenderer/purchaser shall not be entitled to resell the goods nor any portion thereof until after taking delivery and removal of the same from the Seller's premises.

5.2 The tender shall contain full and proper postal address of the Tenderer. No change, amendment or alteration of the name, address or any other particulars/contents of the tender shall be permitted after submission of the same.

5.3 The Tenderers/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 Tenderer/purchaser shall ensure that important documents are in the custody of trustworthy, responsible and authorised persons.

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

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

5.6 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 including those beyond their control including but not limited to fire, strike, go slow, lock-out, closure, dispute with workmen, uncertain and unstable labour situations,

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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.

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

5.8 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 Seller.

5.9 In case of any difference of opinion between the seller and the buyer about the nomenclature of any item(s) as per the headings given in the tender bidding sheet in para 9 below, the decision of the independent person i.e. the representative of the insurers / surveyors shall be binding on both parties.

5.10 The purchaser / tenderer / bidder shall in no case have any claim / dispute / rights against the insurers / surveyors or any other person and the entire exercise of tendering / disposal, etc is directly between the seller and the tenderer / bidder / buyer.

5.11 This Sale shall be subject to the exclusive jurisdiction of Delhi courts only.

6.0 TERMINATION OF CONTRACT

6.1 The Seller reserves the right at its sole discretion to terminate the whole or any part of the contract at any time.

7.0 DISCLAIMER BY SELLER

7.1 The goods offered for sale are damaged / affected by fire and related causes.

7.2 The Seller makes no representation or warranty, express or implied, including fitness of goods or of their 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.

7.4 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.

7.5 In respect of goods carrying any brand name / image / mark etc the buyer shall not misuse the same.

8.0 INSPECTION OF GOODS BY BIDDERS

8.1 The Seller has made the following arrangements for inspection of the goods.

8.2 The prospective bidders shall be required to get in touch with the following person/s on any day detailed later in this section. The Authorised Representative of the Seller shall accompany the intended bidder for inspection of the tendered goods.

Person (s) to be contacted:

1. Mr. Roshan Agrawal

Nepal Mobile no. 9802030748

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8.3 The inspection shall be done at the following address where the goods are lying: -

M/s Super Lamicoats Pvt Ltd., Ward No.9, JITPUR, SIMRA, NEPAL

8.4 Inspection will be permitted between 10AM and 5PM on all working days till 22 June 2019

8.5 In case of any clarifications, the contact details of the surveyors are as under:

<p>Average Adjusters Nepal Kathmandu Nepal, Tel: 01- 5555294, Cell : 9851003125,9851068754, Email: aan.mohankumar@gmail.com</p>	<p>ATUL KAPUR & COMPANY 4534, B- 5 & 6, Vasant Kunj, New Delhi-110070, India Email : insure.ak@gmail.com</p>
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9.0 RATE & AMOUNT OFFERED / BID

9A.1 **TENDER (bidding sheet)**

(TO BE FILLED BY THE BIDDER / TENDERER)

<u>LOT NO.</u>	<u>ITEM</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>RESERVE PRICE</u>	<u>BID AMOUNT EXCLUDING TAXES-BASED ON ESTIMATED QTY - NPR</u>
1	PRINTED MIXED POLYESTER / BOPP / CPP / POLY FILM	10,711	KGS	NPR 80,335/-	Buyer to Fill Value
2	UNPRINTED MIXED POLYESTER / BOPP / CPP / POLY FILM	58,363	KGS	NPR 24,24,195/-	Buyer to Fill Value
3	ORINTING CYLINDERS / ROLLERS	445	PCS	NPR 5,60,300/-	Buyer to Fill Value
TOTAL BID AMOUNT (FOR ALL 3 LOTS ABOVE) :				NPR 30,64,830/-	Buyer to Fill Value

9A.2 **EARNEST MONEY @ 10% OF ABOVE TOTAL BID AMT:**

NPR _____

ENCLOSED VIDE DRAFT NO. _____ DT. _____ DRAWN ON

_____ BANK, **PAYABLE AT KATHMANDU, FVG. M/s Super Lamicoats Pvt Ltd.**

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 this offer accordingly.

NAME:-

ADDRESS:-

Phone:-

Fax:-

Email :-

SIGNATURE OF TENDERER
NAME AND DESIGNATION OF THE PERSON
SIGNING WITH STAMP IF ANY

Sign of Tenderer