

Tender form No.

OICL/SALVAGE/2018/001

Tender Document

For Sale of

Damaged Material

As Described in Tender Documents

On "As is where is" Basis

Lying At

Ward No. 21, Birgunj Metropolitan City, Nepal

(Contract Person at Site- Mr. Sushil Kumar Shah, Cell No. 9803263743)

Seller

The Oriental Insurance Company Pvt. Ltd.

Sunrise Bizz Park, 1st Floor, Charkhal, Dillibazar,

Kathmandu. Tell No. 4416439/4418578.

Insurance Surveyors & Loss Assessors

Average Adjusters Nepal Kathmandu Nepal, Tel : 01-5000294, Cell : 9851003125,9851068754, E- Mail- aan.mohankumar@gmail.com	Mr. S. K. Agarwal 195, Police Street, Meerut Cantt- 250001. India Cell No. +91 9837022399 Email : skagwl@gmail.com
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TENDER HIGHLIGHTS

ITEMS AVAILABLE FOR DISPOSAL

The Indicative Particulars of Damaged Items and their tentative quantity is as given below-

S.N.	Description	Approx. Quantity in MT
1	Damaged Galvanized Steel Structure related to Silo-01 (Cap. 5,000 MT), Silo-02 (Cap. 5,000 MT) and Silo-03 (Cap. 7,500 MT) complete with steel work for cat walk and feed conveyor for Silo-01 & Silo-02 ; and Aeration Unit (with blower/motor) for Silo- 01 to Silo -03 (Total 4 Units.)	160 MT

Rates to be Quoted

Unit Rate (in NPR per MT) should be quoted for above item on "As is where is Basis." The quoted Rates will be excluding applicable taxes, levies, dismantling charges, etc, which will be borne by the bidder.

LAST DATE FOR SUBMISSION OF SEALED TENDER

06/05/2018 till 1700 Hrs at

The Oriental Insurance Company Pvt. Ltd.

Sunrise Bizz Park, 1st Floor, Charkhal, Dillibazar,
Kathmandu. Tell No. 4416439/4418578.

TENDER OPENING

07/05/2018 till 1500 Hrs at

The Oriental Insurance Company Pvt. Ltd.

Sunrise Bizz Park, 1st Floor, Charkhal, Dillibazar,
Kathmandu. Tell No. 4416439/4418578.

Final Negotiation

The top three bidders will be allowed to enter a final negotiation round.

Terms And Conditions:

1. Tender should be submitted in sealed envelope indicating “ Tender for sale of Damaged Galvanized steel Structure for Silo-01,02 & 03”, addressed to The Oriental Insurance Company Pvt. Ltd.Sunrise Bizz Park, 1st Floor, Charkhal, Dillibazar,Kathmandu, Nepal (who will hereinafter be called the seller.)
2. The Tenderer/ Purchaser must submit their quote for unit rate in NPR/Mt of item as described above. The reserve price is indicated in bid form.
3. The highest bidder for damaged material will be declared after final negotiation round and sale may be made to such bidder.
4. The Tenderer/ Purchaser shall bear all taxes, duties and levies as may be applicable in addition to the quoted price. The tenderer will also bear the cost/expenses to be incurred on dismantling of damaged silos as well.
5. All the material is for sale on “as is where basis is”. No complaint/ Warranty will be entertained in this regard by vendor/insurance Company/ surveyors.
6. **Inspection of Material at site:** The damaged material is available for inspection at the works of seller and may be inspected during 0930 HRs-1700 Hrs form 26-04-2018 to 06/05-2018 with prior appointment form the seller (Both days inclusive). The concerned person at the site of the seller will be Mr. Sushil Kumar Shah (Mobile Nos 9803263743).
7. **Right to Accept or Reject Tenders:** The right to accept or reject any and/or all tenders without assigning any reason is reserved with the Surveyor. The surveyor reserves the right to negotiate with the highest bidders and may allow sale to the highest bidder. If the bids received are below the reserve price, the surveyors reserve the right to reject the bids received and take such steps as may be necessary in the best interest for realizing the maximum possible price for the material.
8. **Description of Materials, Quality and Quantity apparent of inherent:** All goods are sold strictly on “As- is where- is basis with all apparent and/ or inherent defects”. Quantities, Description, Sizes and Number stated in the tender are approximate. All goods are sold on express condition that the bidders have inspected the same and know what they are buying, whether they have actually inspected the same of not. Neither seller nor the surveyors give any guarantee or warranty or undertake any responsibilities for make, quality, condition, soundness, completeness, weight, grade and accuracy etc. of the material. The quantity given in the tender documents is approximate and indicative. The actual quantity may vary.

9. The billing will be done by seller to the successful bidder or the person authorized by the successful bidder based on actual weight of damaged material under above categories.

10. EMD & PAYMENT TERMS :

- a) No interest will be payable on the earnest money deposited by the bidders. The refund of EMD will be made to unsuccessful bidders immediately after opening of the tenders or by next working day. EMD of top three bidders called for negotiation may be held back till negotiation is completed. EMD of successful bidders will be retained and adjusted against final payment.
- b) Tender documents not accompanied by EMD will be rejected. Cheques/ NEFT/ Other modes of payment like cash etc will not be accepted. Only DD in favor of Seller is acceptable.
- c) Tender documents will have to accompany with this signed " Bid Terms document". Bidders who do not agree to the given terms will not be considered for final negotiation round.
- d) After declaration of successful bidder, the DD for earnest money of the tenderer will immediately be en-cashed. The successful bidder should immediately deposit 25% of agreed bid value to the seller within three calendar days from the date of acceptance of the bid. In case, this amount is not paid within the specified period, the EMD paid by the successful Tenderer along with his rights if anyone the goods for which he had bid, shall stand forfeited.
- e) The subsequent payment will be made as delivery of damaged material progresses in such a way that minimum advance of 10% of bid amount remain with seller till final lifting of damaged material.
- f) The description of material being disposed is believed to be correct. However, the Surveyors shall not be responsible for any unintended error. Similarly, if there is any error, misstatement or omission, it shall not affect the sale nor entitle the purchaser to cancel the purchase or be discharged from any of his obligations and/ or entitle him/ her for any compensation.

11. Issue of Sale Order and Delivery of materials :

- a) After issue of Sale order the successful bidder shall lift the goods within a period of 30 days from the date of opening of the bid. Delivery during a period beyond 30 days may be extended, subject to Valid and justifiable reasons. As may be decided by Seller/ Surveyors and also subject to payment of storage charges @ Rs 10,000/Day, but such extension may be limited to further period of maximum 30 days. Buyer cannot challenge this facility.

- b) If the successful bidder fails to lift the quantity as per contract within stipulated delivery period as stated in Para 10 (a) above, then the EMD and sale amount paid shall stand forfeited and all his rights for the material for which his bid has been accepted shall also stand forfeited. The seller will then be free to dispose of the material to any other party at the cost and risk of the successful bidder (s). Similarly, the tenders, to whom the material is offered subsequently, should lift the material after making payment as stipulated failing which the EMD of those defaulting tenders will also be forfeited.
- c) The purchaser will make his own arrangement for loading and transportation of items from the premises and will not be entitled to claim any facilities or assistance in this regard. Loading will be done by Purchaser at his cost under the supervision and control of Seller's representative. Any damage to the structure while loading etc will be borne by the purchaser. Lifting of material should be as per instruction from seller. Material which is more damaged should be lifted first, lesser damaged next and least damaged will be lifted in the last.

12. GENERAL :

- a) The bidders are required to give their correct Name, Address and PAN/VAT No., telephone number and email address in the bid form. The delivery/Sale order shall be given to purchaser or their representative on production of necessary authority from original purchaser who signed the Tender Form.
- b) The purchasers are warned that any attempt the misuse the gate pass, challans, authorizing delivery of any other documents will be liable for serious penalty or such other action against them as may be permitted under law. The purchasers are requested to ensure that important documents, relating to sale are in the custody of trustworthy, responsible and authorized persons.
- c) All bidders and purchasers shall be deemed to have read and acquainted with these conditions of the sale and have given their bids, subject to these conditions.
- d) The seller and/ or surveyor shall not to be liable for non-performance of contract either wholly or in part, or for any delay in performance resulting from or due to any cause beyond their control.
- e) All notices and the letters when posted to the purchaser shall be deemed to have been received by him/them, if the same are sent at the address given by the purchaser in the tender documents.

- f) Successful execution of the contract work means complete clearance of the damaged material from the specified location and removal of the same outside the premises or storage yard wherein the fire damaged goods are stored, as per the directions from time to time.
- g) The Seller and/ or Surveyor 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, but purported to have been made by the seller and/ or the Surveyors.
- h) If any irregularities are observed during the entire process of tender (committed by the bidder then seller/ surveyors will have sole right and discretion to amend or alter or replace or add any condition which they find appropriate.
- i) The seller makes no representation or warranty, express or implied, including of fitness of the goods or for its use for any particular purpose. Under no circumstances shall the seller be liable for incidental, direct or indirect damages for alleged negligence, breach of warranty, strict liability, or liability in tort or in contract from any reason whatsoever arising in connection with the material being disposed under this tender.
- j) The purchaser may inspect the goods for its intender conditions of use. No testing and tampering of any kind is permitted.
- k) The validity of this disclaimer shall be a continuing one. Any seller of these goods or any part thereof shall always be bound to disclose the same to any subsequent purchaser.
- l) All warranties, quality assurances on the damaged goods have ceased and same is no more enforceable on any further usage/sale/ conversion of the damaged material.
- m) Any statement, quality assurance, warranties either expressed orally or in writing by the successful bidder in the market whilst disposal of such affected material will not be binding upon to the seller/ surveyor/ insurance company.
- n) All costs, charges and expenses of and incidental to or in relation the fire-damaged material, shall be borne and paid by the purchaser only.

- o) The seller shall have sole and absolute right and discretion to withdraw any portion of the goods, before physical delivery without assigning any reason whatsoever. The Bidder shall have no option but to accept lesser quantity offered for delivery.
- p) 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 what so ever.

DISCHARGE OF SURVEYORS

Buyer remains beware:

1. That the goods are actual lying at factory place in Jaganathpur at the address mentioned in the tender documents. The seller is the actual owner of damaged material.
2. The surveyors are the third party intermediaries, who are overseeing the process of salvage sale for adjustment under the insurance claim at hand that has been lodged by the seller on the insurance company. The sale of salvage is without prejudice the right of the insurers in regard to admissibility of the claim.
3. The liabilities of the surveyors are limited to the extent of fee involved in the above salvaging process, which is subject to payment by the seller.
4. Any misrepresentation/ miscalculation/ nonpayment of claims etc are the subject matter to be dealt directly between the contracting parties. No claim of whatsoever type can be preferred upon the surveyors.

DECLARATION TO BE SIGNED BY TENDERER

I /We have read and acquainted myself/ ourselves with the terms and conditions of sale and condition of the material offered for sale in the pages above

I/ we agree to terms and conditions unconditionally and have submitted this offer accordingly.

NAME OF TENDERER (Please attach Valid ID- Like PAC Card etc)	
ADDRESS (Please attach valid address proof)	
TELEPHONE NO	
MOBILE	
E-MAIL	
VAT NO. (Please attach VAT registration certificate)	
INCOME TAX PAN NUMBER (Please attach photocopy)	

(Please self-certify all the above documents are attached)

Details of EMD : D/D No : Date Rs.....

DRAWAN ON BANK :

(A single dd is to be submitted along with the bid in the sealed cover)

Date :- _____	Signature of the Tenderer: s
Place : _____	Name & Designation With Company's Stamp

Amount /Price Offered
For the damages Material
(Excluding Taxes, Levies, Expenses for Dismantling, etc)

S.N	Description of Material	Approx. Qty in Mt	Unit Rate in Rs/MT	Bid Value in Rs. (Based on Approx. Qty)
1	Damaged Galvanized Steel Structure related to Silo 01 (Cap. 5,000 MT, Silo-02 (Cap. 5,000 MT) and silo 03 (Cap. 7,500 MT) Complete with steel work for cat walk and feed conveyor for silo - 01 & Silo-02 ; and Aeration unit-4 nos (With blower/motor) for silo-01 to Silo-03. (Reserve Price NRs. 32 Lakhs for 160 MT)	160 MT		
	Total Amount			

Date : _____

Place: _____