eTender Terms & Conditions

eTender Participation Form

Salvage of "Water Affected Indian Par Boiled Rice @ Kakinada, Andhra Pradesh" for sale on "Per Kg basis", through e-Tender at www.prosal.in on 'As is Where is' and 'Whatever there is basis', lying at Santhilal Godowns, New Port Area, Kakinada Port, Kakinada, Andhra Pradesh – 533007.

Special Conditions:

Disposal of the above material will be on **'As Is Where Is', 'Whatever There Is'** and **'No Complaint' basis** subject to, but not limited to, the following conditions: -

1. All charges incidental to cutting (if required), loading and lifting of material will be borne by the Buyer. It is assumed that prospective bidders have inspected the above salvage and acquainted themselves about the offered goods available for purchase, whether they have actually inspected the same or not. However, it is expected that the prospective bidders will inspect the salvage at site, before participating in e-Tender.
2. There will be no guarantee for quantity & quality of offered goods either by us or by the owners, as material is being sold on **'As Is Where Is',** and **'Whatever There Is' basis.** Buyers please confirm quantity/quality of materials during inspection to avoid any disputes later while lifting.
3. Lifting is to be made as per instructions given by the Seller. For example, more damaged material to be lifted first etc.
4. The Buyer shall not be allowed to pick or choose or segregate any particular item out of the materials(s) sold by the Seller at the time of delivery of the materials(s). The Buyer shall be bound to clear the materials(s) as directed by the Seller on clean sweep basis.
5. Queries/clarifications, if any, should be addressed before the eTender. No queries/clarifications will be entertained after the e-Tender.
6. Lifting shall be made strictly against advance payment on Quantity (Kg) basis.
   a) If the material, at the time of actual lifting, is more than the estimated quantity then the Buyer will immediately deposit by DD/Money Transfer the balance amount payable before release of vehicle from site, and without adjusting Earnest Money Deposited. At no time the delivery should be made for more than the amount deposited with **M/S CLRK Industries Pvt Ltd.**

   b) If the material is less than the estimated quantity, then **M/S CLRK Industries Pvt Ltd.** shall, within stipulated working days of the clearance of the entire lot, refund the excess payment to the Buyer.
7. To participate in e-Tender, interested Buyer is required to deposit advance EMD of 10% by way of DD (in the name of Insured) or online transfer (to Prosal Auctions Pvt. Ltd.) of total estimated value in the name of Insured/Seller. Information of same is detailed in Listing.
8. On approval, the Buyer should remit 100% advance payment (excluding EMD) to **M/S CLRK Industries Pvt Ltd.,** within **15** working days from date of bid/quote approval, failing which their EMD will be forfeited.

9. After depositing 100% payment, the Buyer shall start lifting and clear the material(s) awarded to him, from the site within a period of 15 working days from the date of receipt of delivery order/email by him, failing which:
    a) The Buyer shall pay to the Seller ground rent, as decided for the period in excess of the stipulated period; and/or,
    b) The Seller may dispose of the remaining materials(s) at its discretion, at the cost and responsibility of the Buyer.
    c) Earnest Money shall be forfeited in case of non-adherence with timelines.

EMD Forfeiture	In case of default in payment/failure of complete lifting/violation of any terms by H1 Bidder, EMD deposit will be forfeited. EMD of the 2nd & 3rd highest bidder shall be retained till highest bidder deposits the complete payment to seller. Backing out by highest bidder within the time period will result in awarding the deal to the second highest bidder, as available on full/proportionate basis. All the terms and conditions shall apply as it, to H2, in such case. Forfeiture of EMD deposit of H2 and H3 bidder will be done only if they refuse to honor their bid in case offered to them within 7 working days of auction close.

10. The Earnest Money Deposit will not attract any interest.
11. The competent authority reserves the right to reject any bid without assigning any reason.
12. Buyers please double check before submitting bid amount that you do not insert an additional zero “0” or any extra digit to your bid and lose your chance of participation and forfeiting of EMD.
13. Material offered for sale can be inspected between 10.00 am - 6.00 pm (excluding Sunday & Public Holidays) on any working day before the eTender date with prior appointment.

Address	Contact Person
Santhilal Godowns, New Port Area, **Kakinada Port, Kakinada, Andhra Pradesh – 533007.**	Name : Mr. Aravind Kanth Cell : +91 92999 99086

14. Rule of ‘Caveat Emptor’ shall apply.

Commercial Terms:

1. The Rate for purchase of offered goods is to be submitted on **“Per Kg Basis”, as applicable”** basis. The same shall be Including of all applicable duties, GST and other statutory levies.
2. Conditional offers or any offer received **without** Earnest Money Deposit will not be allowed to participate in e-Tender.
3. Mere placing bids on ProSal does **NOT** entitle you to claim the material. Your bid/quote acceptance is subject to approval and there can be further negotiations/re-listing, if competent authority feels necessary but not mandatory.

4. The highest bidder does **NOT** get any right to demand acceptance of his offer. Competent authority reserves the right to accept/ reject/ cancel any bid, withdraw any portion of the auction material at any stage from auction even after acceptance of bid/ issue of delivery order/email or release order/ deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, SELLER, shall refund the value of Auction Property, if paid for, to the successful bidder. Seller/ProSal/Insurers/Surveyors shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.
5. All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the competent authority will forfeit the EMD. The highest and the latest bid on the auction shall supersede all the previous bids of the bidder. The bidder with the highest offer/bid does not get any right to demand acceptance of his Bid.
6. The terms and conditions contained in this document may be changed without notice. Please visit our website, https://prosal.in/terms.php for latest information / changes in terms and conditions on start time/date and end time/date, changes in items offered for sale and other changes, extension of eTender time, date etc. and the terms and conditions to which the eTender is subject to.

Liability of ProSal:

1. The eTender Participation form constitutes an agreement between the Seller and the Buyer. ProSal is acting solely in the capacity of facilitators/service providers to the transaction.
2. ProSal is acting on behalf of the Seller (Insured) and appointed by the Insurers/Surveyors.
3. ProSal takes no responsibility of the quality, quantity and documentation details of items on sale. In no event shall ProSal be liable for any loss sustained by the Seller or the Buyer w.r.t. their business, revenues, profit, costs, direct and incidental, consequential or punitive, damages of any claim.
4. The Buyer agrees to have discussed all the related matters regarding any transaction and have understood in full that we provide sources of supply or enquiries and/or leads for supply. We have nothing to do any further especially with regard to the quality, quantity, warranty, guarantees, delivery schedules, payments, rejections, transportation and legal laws & regulations to be followed from time to time.
5. The EMD is accepted on behalf of the Seller by ProSal. ProSal do not earn any kind of income on this EMD amount and is held by it only as a security on the behalf of the Seller to be later adjusted against payments to be made by the Buyer to the Seller. In no event shall ProSal be held responsible or accountable for any kind of indemnification, for whatever reason, to the Buyer or to the Seller. It is understood that any conflict between the Seller and the Buyer shall be dealt with between the two parties by themselves without making ProSal a party to it. It is further understood that ProSal are only a marketplace conducting eTender for the Seller, on their direct or indirect request, so as to find prospective buyers out of their database for them who are interested to purchase the eTendered property belonging to the Seller. ProSal also takes no responsibility for the conduct or past history of the participating bidders and shall in no way be held responsible in regard thereto.

6. The Buyer/Seller shall be solely responsible for procuring/arranging all necessary permission(s) or certificate(s), required if any, to sell the subject salvage, particularly in case of the offered goods meant for human consumption. The Buyer/Seller shall give proper and required declaration in this regard on the Sales Invoice.

ProSal or the associated Loss Adjusters or Underwriters, being only the facilitators for disposal of salvage, have no knowledge about the specific trade requirements and shall bear no responsibility of any kind, in this regard of whatsoever nature.

Similarly, the Buyer shall be solely responsible for any harm/loss of life or property caused due to inappropriate consumption of salvage of offered goods, purchased by him.

The rule of ‘caveat emptor’ shall apply here. Therefore, the Buyer should inquire and fully familiarize themselves with all the limitations, rules, licenses required and regulations in respect of end use consumption/further reselling of the offered goods sold as salvage.

Kindly submit the photocopy of Aadhaar Card, PAN Card & GST Certificate along with this Form.

DECLARATION TO BE SIGNED BY PARTICIPANT:

I/We have read and acquainted myself/ourselves with the terms and conditions of sale for **M/S CLRK Industries Pvt Ltd @ Kakinada, Andhra Pradesh, and Listing ID: 558793, ProSal Username:** _____

Name of the Participant/Company :

Address :

Email ID :

Phone No. :

Contact person :

PAN no. :

GST No. :

Declaration: I/We have read and acquainted myself/ourselves with the terms and conditions of eTender. I/We agree to all terms and conditions unconditionally and wish to participate. I/We have duly signed this form and is a legal document and is enforceable at law.

_____
Signature of the Participant

Date:

_____
Name & Designation
Of the person signing