

**NATIONAL INSTITUTE OF BIOLOGICALS**

(Ministry of Health & Family Welfare)

A-32, Sector-62, NOIDA-201 307.

No. Q/I-19/2002-03/NIB/

Date: 06-05-2010

**Sub: Tender Enquiry for Sale of Scrap: Reg.**

The National Institute of Biologicals is an autonomous institution under the Ministry of Health & Family Welfare, Government of India with state-of-the art laboratories.

This Institute intends to sales various types of scrap items lying as is where is basis.

Interested scrap vendors may please download the Tender Form along with terms and condition for disposal of scrap which is available on our website.

1	Due Date of Submission of Tender	On 28.05.2010 by 3.00 P.M.
2	Earnest Money Deposit	Rs. 6500.00 (Rupees six thousand five hundred only) by Demand Draft in favour of National Institute of Biologicals, payable at NOIDA/Delhi
3	Opening of Tender	Tenders will be opened on 28.05.2010 at 3.30 PM onwards

The Tender may be submitted in accordance with terms and condition of our tender on above mentioned date and time in sealed cover superscribed with the tender number and its due date. Please sign all the pages of Tender Form & Terms and Conditions as a token of your acceptance to our tender conditions.

Yours faithfully,

(P.C.P.Mahapatra)  
Administrative Officer

## **DISPOSAL TENDER FORM**

Tender No: Q/I-19/2002-03/NIB      due on      28.05.10      Hours. 03:00 PM.  
Opening of Tender      28.05.10      Hours. 03:30 PM.

1. Name of Tenderer \_\_\_\_\_
2. Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Telephone, Fax & Mobile No. \_\_\_\_\_
4. Email: \_\_\_\_\_
5. PAN No. \_\_\_\_\_
6. Sales Tax Regn. No. \_\_\_\_\_

7. Material description: Scrap/Waste Material.

Sl.No.	Description of Scrap/Waste Materials	Qty (Approx)	Rate per unit (Rs.) (MT)	Amount (Rs)
01.	Galvanized Iron	2.62 MT		
02	Aluminium Scrip	0.20 MT		
03	Plastic & PVC	0.05 MT		
04	Brass Items	0.015 MT		
05	Dead Wood	7.8 MT		

(MT=1000 Kg.)

8. I/We have gone through the terms and conditions of the tender and agree to abide by the same. One copy of the terms and conditions is returned with tender form duly signed with date and seal as token of our acceptance.

9. Earnest Money details: Earnest money deposited with Bank Draft No. \_\_\_\_\_ dated \_\_\_\_\_ Bank Name \_\_\_\_\_ for **Rs.6500/-** drawn in favour of **National Institute of Biologicals** payable at **NOIDA/Delhi**

Signature \_\_\_\_\_  
Full Name \_\_\_\_\_

Dy. Director (Adm)

**NATIONAL INSTITUTE OF BIOLOGICALS** (An Autonomous Institute under the Ministry of Health & Family Welfare-Government of India)

A-32, Sector – 62, NOIDA – 201 307 (UP).



**NATIONAL INSTITUTE OF BIOLOGICALS**  
(Ministry of Health & Family Welfare-Government of India)  
A-32, Sector – 62,  
NOIDA – 201 307 (UP)

**GENERAL TERMS AND CONDITIONS OF THE DISPOSAL TENDER**

1. DEFINITION

The following expression used in the Sale Order/Tender documents shall have the meaning as indicated against each of these:-

- 1.1 The 'Seller' means National Institute of Biologicals, Autonomous Institute under the Ministry of Health & Family Welfare-Government of India located at A-32, Sector-62, Institutional Area, NOIDA – 201 307 (UP) and shall include its successors and assigns.
- 1.2 The 'purchaser' shall mean the person, firm or corporation to whom Sale Order is issued.

2. GENERAL INSTRUCTIONS TO TENDERERS

- 2.1 Tenderers must submit their tender in the enclosed form only, duly signed, with the name and address written in block letters. One copy of these terms and conditions duly signed on all the pages must be submitted along with the completed tender form.
- 2.2 Tenders must be submitted in **sealed cover** superscribed with the tender number and its due date.
- 2.3 The rate should be quoted as per the unit given against the item. The rate must be clearly written both in figures and in words without any overwriting. The corrections, if any, must be initialed with date by the tenderer.
- 2.4 The rates should be quoted exclusive of all taxes and duties. All statutory taxes and duties shall be charged extra on prevalent rates at the time of delivery, over and above the rates quoted by tenderers and shall be paid by the tenderer in full as mentioned at clause 7.1.
- 2.5 The goods are sold "as is where is basis" They shall be removed by the buyer with all faults and notwithstanding any error or miss-statement of description, measurement, quantity, weight, enumeration or otherwise and without

question on the part of purchaser, and no claim shall lie against seller for compensation nor shall allowance be made on account of such faults, misstatements or errors although the same satisfy himself thoroughly as to what is offered for sale before submitting his tender and **may inspect the goods prior to tendering and shall be deemed** (whether or not such inspection shall have in fact taken place) to have had notice of all defects as aforesaid which might have discovered on inspection and shall not be entitled to compensation on account thereof. Nor shall any party to this contract be entitled to claim or recover from the other any compensation by way of damages or otherwise of the goods sold are not available by reasons of not being at specific place and the contract shall stand cancelled.

- 2.6 The quantities shown in the schedule are approx. Purchaser may, therefore, note in this connection that in case the quantity/quantities on actual Weighment is/around to be in excess/short of those/those shown in the schedule, that **will have to be accepted on actual weighing basis(As is where is basis) on payment of their accepted offer.**
- 2.7 The National institute of Biologicals, reserves the right to withhold sale of any piece/part/quantity of any item/lot from the disposal quantity which is deemed fit for the Institute use.
- 2.8 The offer must be firm and valid for acceptance for minimum period of **three months** from the date of opening of the tender.
- 2.9 Once the contract is finalized, no revision of rate will be entertained during the currency of the contract.
- 2.10 The tender documents are not TRANSFERABLE.
- 2.11 The tender shall be completely filled in all respects. The incomplete tender in any particular manner shall be liable for rejection.
- 2.12 Tenders shall submit their quotations in firm figures and without qualifications, variations or additions in the terms of the tender documents. Tender containing qualifying expression such as “subject to minimum acceptance” or subject to prior sale” or any other qualifying expression or incorporating terms and conditions which are at variance with the terms and conditions incorporated in the tender documents shall be liable to be rejected.

2.13 The address given in the tender shall be deemed to be the Purchaser's business address and the correspondence sent on that address shall be considered have been delivered to the purchaser.

**3 WEIGHMENT OF MATERIALS**

The Weighment of materials recorded at sellers WEIGH BRIDGE/WEIGHING MACHINE shall be final and binding on the Purchaser.

**4 DECLARATION**

Tenderer must state whether he is the relative of Director or any Member of the Governing Body of this Institute or tenderer is a firm in which our any Member/Director or his relative is a partner or tenderer is company in which our any Member/Director or his relatives are member (s) or Director (s).

**5 INSPECTION OF MATERIALS**

The intending tenderers can inspect the materials as per the time and date mentioned in disposal tender notice after the purchase of tender papers. The tenderer would be allowed to inspection the disposal material once.

**6 EARNEST MONEY/BID SECURITY DEPOSIT**

6.1 Each tender must be accompanied with the requisite amount of EARNEST MONEY DEPOSIT (E.M.D.)/ BID SECURITY DEPOSIT (BSD) as indicated in the tender form by way of a crossed Demand Draft in favor of '**National Institute of Biologicals**' payable at **NOIDA/New Delhi**. E.M.D/BSD will not be accepted in any other form and tender received without Earnest Money as required will be rejected. No adjustment will be made in respect of Earnest Money/BSD against any other bills/deposits. A reference to the Earnest Money having been deposited must be contained in the tender form.

6.2 The successful tenderer shall make Security Deposit as follows:

6.2.1 For the tenders having bid value more than Rupees one Lac, security deposit of 10% (five) of the bid value shall have to be deposited within 5 days of the issue of sale letter and the cost of the material as indicated at Sl.No.7.1. The EMD already deposited shall be adjusted towards the security deposit and only

the balance amount will have to be deposited. The security deposit will be retained till satisfactory completion of the contract.

All the above payments are to be made by crossed demand draft in favor of '**National Institute of Biologicals**' payable at Noida/New Delhi. If the security deposit is not made within the stipulated time, the EMD shall be forfeited and no claim whatsoever shall be entertained.

6.2.2 The Earnest Money Deposit/Security Deposit shall bear no interest. The EMD of the unsuccessful tenderers will be refunded within 15 days from the date of opening of the tender.

6.2.3 The security deposit shall be retained for satisfactory performance of the contract and shall be released within 30 days after satisfactory completion of the contract.

## **7 ISSUE OF SALE LETTER AND APPROVAL OF MATERILS**

7.1 The successful tenderer with **highest bid** will be issued a Sale Letter and within 15 days from the date of sale letter, the purchaser shall deposit full value of the material of the quoted lot/s including applicable duties/taxes without adjusting security deposit. Payment for material should be by crossed demand draft in favor of '**National Institute of Biologicals**' payable at **Noida/New Delhi**.

7.2 After getting the sale order and making the payment, the purchaser shall furnish a Programme for removal of materials to Dy. Director (Adm) and shall commence lifting of materials only after the approval has been obtained from this office.

7.3 The purchaser will not be allowed to pick and choose or do sorting from the lot. The materials will be collected from side as the instruction given by Dy. Director (Adm) or his authorized nominee.

7.4 The purchaser will have to make his/their own arrangement for loading and transportation of the materials at their own cost, after satisfying all the security and safety regulations in force within the Institute.

7.5 The purchaser will have to make his own arrangement for cutting or fabricated materials, if any, after taking all precautions for hot job as per the

direction of the Dy. Director (Adm) or authorized representative at his own cost.

- 7.6 The entire material shall be removed from the NIB's site within 15 days from the date of sale letter.
- 7.7 Purchaser must ensure that entire material offered by seller is lifted before expiry of contract period. The purchaser must effect complete removal of materials from site within the specified date of delivery. If any extension of delivery period is required by purchaser the same must be applied for and got approved giving cogent reason/s before expiry of delivery schedule. No request for extension of delivery would be entertained after expiry of delivery schedule. Also, the seller reserves his right to refuse extension of delivery period assigning any reason therefore. In case, the materials are not removed as above, the purchaser shall be given delivery of the materials within one month from the date of expiry of free delivery on payment of ground rent @ Rs.250/- (Rupees Two hundred and fifty only) per day or 2% of the value of stores remaining un-removed for every week or part thereof, whichever is **higher**. The ground rent shall be payable in cash before actual removals. The materials not so removed will then be treated as abandoned lot (s) and the security deposit and other sums paid for the lot (s) will be forfeited without any reference to the purchaser. If the lot (s) has/have been so treated abandoned, the seller have the right to re-sell such lot (s) which will then be treated as property of this Institute, on such terms and conditions as may be deemed fit by the seller without any further reference to the purchaser.
- 7.8 For the workmen to be employed by the purchaser for collection of material and handling of items in the Institute premises, the contractor will have to abide by the workmen's Compensation Act and other statutory provisions as applicable. The seller would have no liability on this account.
- 7.9 The purchaser's workmen shall have to abide by the rules and regulations including, safety and security regulation. Entry inside the Institute would be only be against Gate Pass for his men and equipment, for which purchaser will have to apply in advance before lifting of material commences.

- 7.10 The purchaser should complete all paper transactions within working hours of Stores Section, which are 10.0 AM to 5.00 PM on all working week days (Monday to Friday excluding Holidays). No movement of men, materials or equipment shall be allowed beyond these hours.
- 7.11 Director of this Institute has the right to withhold any item/items from the lot without assigning any reason, whatsoever.
- 7.12 The person taking delivery must carry proper authorization from the Purchaser.
- 7.13 The Institute reserves the right to split the sale of items/materials on the basis of item-wise highest rate quoted by the bidders.

**8 DISPUTES**

- 8.1 In the even of any dispute or difference of opinion between the seller and the purchaser to the respective rights and obligations of the parties hereunder or as to the true intent and meaning of these presents or any articles or conditions thereof, such dispute or difference of opinion (except the matter regarding which the decision has been specially provided for, in the terms and condition) shall be referred to the sole arbitrator of the Director of this Institute or his nominated representatives and whose decision shall be final, conclusive and binding on the parties.
- 8.2 The National Institute of Biologicals reserves the right to accept or reject in part or full of any tender or all tenders without assigning any reason, whatsoever.

**9 LEGAL JURISDICTION**

- 9.1 In case of any legal issue arising out of the tender contract the same will be subject to the jurisdiction of the Court at New Delhi/ NOIDA only to exclusion of all other court or courts.

The above terms and conditions have been read by me/us and I/we shall abide by the same.

Signature \_\_\_\_\_

Name \_\_\_\_\_

On behalf of \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date: