



BY SPEED POST

No.Q/NIB/16-17/113/

Dated: 20.04.2017

To

Sub: Inviting Tender for sale of Used/Old CAT LUBE OIL: reg.

Dear Sir,


I am directed to inform you that this Institute is in process of sale of used/old Cat Lube Oil lying in the campus on as is where basis as per details:-

Sl. No.	Tender No.	Description of Item	Qty.	Date of issue/download of Tender Documents	Due date of submission of Tender	Due date of opening of Tender
01	Q/NIB/16-17/113	Used /Old CAT LUBE Oil extracted from Diesel Engines during servicing stored in Drums of 200 to 210 Ltrs capacity	25 Drums Approx 5000 Ltrs	20.04.2017	12.05.2017 (1500 Hrs)	12.05.2017 (1530 Hrs)

The Tender documents including Tender Form and General Terms & Condition will be downloaded/obtained from the Institute's website www.nib.gov.in and CPP Portal.

This is your information please.

Yours faithfully


(P.K. Mohapatra)
Section Officer(Admn.)

**TENDER DOCUMENTS
FOR DISPOSAL OF USED CAT LUBE OIL**



**NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare, Govt. of India)
A-32, Sector-62, NOIDA (UP) – 201309**

National Institute of Biologicals
Noida (UP)

Tender Documents

Contents:

- 1) Disposal Tender Notice
- 2) Disposal Tender Form
- 3) General Terms & Conditions of the Disposal Tender
 - a) Date of Issue of Tender Document: 20th April, 2017
 - b) Last date of issue of Tender Documents: 11th May, 2017
 - c) Due date & time of receipt of Tender 12th May, 2017 up to 15.00 hours
 - d) Due date and time of opening of Tender 12th May, 2017 at 15.30 hours onwards
 - e) Date & time of inspection of materials/USED CAT LUBE Oil: 20th April, 2017 to 11th May, 2017 during working hours except Saturday, Sunday and Holiday

NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare, Govt. of India)
A-32, Sector-62, Noida (UP)—201 309
Ph: 0120-2400022/2402865 Fax: 0120-2403014/2400074
Website: www.nib.gov.in E-mail: info@nib.gov.in

DISPOSAL TENDER NOTICE

Sealed tenders in the prescribed Tender form in sealed cover superscribed with Tender No. and due date are invited from unit registered with Ministry of Environment and Forest/Central Pollution Board having valid license for the purchase of under mentioned Used/Old CAT LUBE Oil on **AS IS WHERE IS BASIS**, lying at this Institute:

Sl No.	Tender No.	Description of item	Qty.	Due date & time of receipt of tender	Due date and time of opening of tender	Date & time of Inspection of item
01	Q/NIB/16-17/113	Used/Old CAT LUBE Oil extracted from Diesel Engines during servicing stored in Drums of 200 to 210 ltrs capacity	25 Drums Approx 5000 Ltrs	12.05.2017(15.00 hrs)	12.05.2017(15.30hrs) onwards	20.04.2017 to 11.05.2017 during Working hours except Saturday, Sunday and Holiday

Contract Person: Sh. P.K. Mohapatra, Section Officer (Admn.)

Tender documents including Tender Form and General Terms & Conditions can also be obtained from the Institute's website (www.nib.gov.in).

The tenders will be received at our above office up to 15.00 hours on the due date indicated above and will be opened on the opening date as indicated at 15.30 hours onwards in presence of attending tenderers or their authorized representatives. National Institute of Biologicals reserves the right to accept or reject any tender in full or part without assigning any reasons whatsoever. National Institute of Biologicals shall not be responsible for delay, loss or non-receipt of tender documents sent by post.

Notes:

1. Tenders submitted in prescribed form only will be entertained.
2. The Tender Document is not transferable.
3. In the event of the date of tender opening being declared a closed holiday for central Govt. Offices the due date for submission of tender documents and the opening of tender will be on the following working day at the appointed time and venue.
4. Bid Security/EMD 10% of total BID Value subject to minimum Rs.18,000/- (Rupees Eighteen thousand only) should accompany with tender documents.
5. The tender without the prescribed EMD amount will be rejected.
6. Late Tender: Tender will not be accepted after due date and prescribed time.

DISPOSAL TENDER FORM

Tender No.Q/NIB/16-17/113

1. Name of Tenderer _____
2. Address _____

3. Telephone, Fax & Mobile No _____
4. Email _____
5. PAN Number _____
6. Material description:

S. No	Description of Materials	Qty	Bid Security/Earnest Money	Rate per Unit (in figure & words)	Amount (in figure & words)
01	Used CAT LUBE Oil extracted from Diesel Engines during servicing of 200 to 210 ltrs capacity.	5000 ltrs (Approx)	10% on quoted value		
02	Old Drums	25 (approx)			
	Total				

7. 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.
8. Offers from the parties having valid registration with MOEF/CPB may be submit with their Tender.
9. Bid Security/Earnest money details: deposited with Bank Draft No. _____ Dated _____ Bank name _____ for Rs. _____ OR NEFT.
10. If nothing is specify regarding the taxes in above quoted rates, it will be treated as exclusive and to be deposited as applicable by the purchaser.

Signature _____
Full Name _____
Designation _____
Address _____

To,
In-charge Procurement
NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare, Govt. of India)
A-32, Sector-62, Noida (OP) – 201 309

NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare, Govt. of India)
A-32, Sector-62, Noida (UP) – 201309

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' mean National Institute of Biologicals, Autonomous Institute under the Ministry of Health & Family Welfare, Govt. of India, located at A-32, Sector-62, Institutional Area, Noida – 201 309 (UP) and shall include its successors and assigns.
- 1.2 The 'purchaser' shall means the person, firm or corporation to whom Sale Order is issued.

2. GENERAL INSTRUCTIONS TO TNEDEDRERS

- 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 lying in NIB Campus. They shall be removed by the buyer with all faults and notwithstanding any error or mis-statement of description, measurement, quantity, weight, enumeratuion 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, mis-statements 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/that shown in the schedule, that will have to be accepted on lot 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 acceptable" or "subject to prior sale" of any other qualifying expression or incorporating term and conditions which are at variance/deviation 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.
- 2.14 The Tenders should submit valid Registration/License Certificate with Ministry of Environment and Forest (MOE&F).

3. WEIGHMENT OF MATERIALS

The Weightment of materials recorded at sellers WEIGHT 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 or 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. One tenderer would be allowed the disposal inspection once.

6. BID SECURITY /EARNEST MONEY AND SECURITY DEPOSIT

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

6.2 The successful tenderer shall make Security Deposit as follow: For the tenders having bid value less than Rupees One Lakh, the EMD indicated in disposal tender notice shall be deemed to be security deposit, for one lot disposal tender as well as annual disposal contracts, wherever it applicable.

6.3 For the tenders having bid value more than Rupees One Lakh, security deposit of 10% (ten) 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 Bid Security/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 favour of 'National Institute of Biologicals' payable at Noida/New Delhi, Or by NEFT. If the Security Deposit is not deposited within the stipulated time, the EMD shall be forfeited and no claim whatsoever shall be entertained.

6.4 The Bid Security/Earnest Money Deposit/Security Deposit shall bear no interest. The Bid Security /EMD of the unsuccessful tenderers will be refunded without any interest after award of the work.

6.5 The security deposit shall be retained for satisfactory performance of the contract and shall be released within 30 days after satisfactory lifting of material from the site/completion of the contract.

7. ISSUE OF SALE LETTER AND APPROVAL OF MATERIALS

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/NEFT in favour of 'National Institute of Biologicals' payable at Noida/New Delhi.

7.2 After getting the sale order and making the full payment, the purchaser shall furnish a Programme for removal of materials to In-charge Procurement 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 site as the instruction given by the In-charge Procurement 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 In-charge Procurement 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/- per day or 2% of the value of stores remaining un-removed for every week or part thereof, whichever 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 purchasers. 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 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 10.00 A.M. to 5.00 P.M. on all working week days Monday to Friday excluding Holidays. No movement of men, material of 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.

8. DISPUTES

8.1 In the event of any disputes 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 conditions) 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 at Noida/New Delhi 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 _____

Telephone No. _____

Mobile No. _____

E-mail: _____