

Tender Notice No. ddcah/daic/LN2cont .Tender/1943/09,Nandurbar
Dt. 20/08/2009

**OFFICE OF THE DISTRICT DEPUTY
COMMISSIONER OF ANIMAL HUSBANDRY,
NANDURBAR .**

TENDER FORM
FOR

**Sale Of Scrap Liquid Nitrogen
Containers Of District Artificial
Insemination Centre , Nandurbar . 2009-10**

Submitted by :-----

(Tender form total Pages 1 to 7)

जिल्हा पशुसंवर्धन उपआयुक्त, नंदुरबार-४२५ ४१२ यांचे कार्यालय

निविदा सूचना

(निविदा क्रमांक/जिपउआ/जिकूरेके/द्र.पा. निविदा/ १९४३ /०९, नंदुरबार दिनांक
२०/०८/२००९)

जिल्हा पशुसंवर्धन उपआयुक्त, नंदुरबार हे महाराष्ट्राचे राज्यपाल यांच्या वतीने जिल्हा कृत्रिम रेतन केंद्र, नंदुरबार या कार्यालयातील निरूपयोगी निर्लेखित द्रवनत्रपात्रांची योग्य व जास्तीत जास्त दराने विक्री करण्यासाठी मोहोरबंद निविदा विहित नमुन्यात मागवीत आहेत.

अ.क्र.	तपशील
१	<p>जिल्हा पशुसंवर्धन उपआयुक्त, नंदुरबार यांचे अंतर्गत जिल्हा कृत्रिम रेतन केंद्र, नंदुरबार येथे पशुधन विकास अधिकारी यांचे अधिनस्त निरूपयोगी असलेले निर्लेखित अल्युमिनियम अलॉय असणारे द्रवनत्रपात्रांची विक्री करण्यात येत आहे. विविध--प्रकारचे एकूण ३४ द्रवनत्रपात्र विक्रीस आहेत. सदर द्रवनत्रपात्र खरेदीधारकास त्या ठिकाणी कार्यालयीन वेळेस बघण्यास उपलब्ध आहेत.</p> <p>निविदा प्रपत्र विकत घेण्याची व सादर करणेची तारीख व वेळ पुढीलप्रमाणे -</p> <p>१. निविदा प्रपत्र विकत घेण्याचा कालावधी व वेळ - दि. ०५/०९/२००९ ते १४/०९/२००९ (शासकीय सुट्ट्या सोडून) सकाळी ११.०० ते दुपारी २.०० वाजेपर्यंत</p> <p>२. निविदा प्रपत्र दाखल करण्याचा कालावधी व वेळ - दि. १४/०९/२००९ (शासकीय सुट्ट्या सोडून) दुपारी ३.०० वाजेपर्यंत</p> <p>३. निविदा प्रपत्र उघडण्याचा कालावधी व वेळ - दि. १४/०९/२००९ दुपारी ४.०० वाजता</p>
२	<p>सदर विक्रीकरीता खरेदीधारकास निविदा प्रपत्र किंवा अन्य कुठलीही माहिती www.mahavet.mah.nic.in या वेबसाईटवर उपलब्ध आहे.</p> <p>१. निविदा प्रपत्र विकत मिळण्याचे ठिकाण व पत्ता - जिल्हा पशुसंवर्धन उपआयुक्त, नंदुरबार यांचे कार्यालय, कक्ष क्रमांक-७ प्रशासकिय इमारत, टोकर तलाव रोड, नंदुरबार</p> <p>२. निविदा प्रपत्राची किंमत - रूपये:- ७५०/- (रूपये सातशे पन्नास मात्र)</p> <p>३. द्रवनत्र पात्राची संख्या, प्रकार व पुस्तकी किंमत - वरील वेबसाईटवर उपलब्ध आहे.</p>

काहीही कारण न देता निविदा स्विकारण्याचा अथवा नाकारण्याचा अधिकार हे खालील नमूद केलेल्या अधिका-याकडे राखून ठेवण्यात आलेले आहेत.

(डॉ. एस.बी.तटवर्धी)
जिल्हा पशुसंवर्धन उपआयुक्त,
नंदुरबार

**OFFICE OF THE DISTRICT DEPUTY COMMISSIONER OF ANIMAL HUSBANDRY
,NANDURBAR . ROOM NO 7 ,Central Administrative Building , Tokartalao
Road,NANDURBAR PIN-425412 PHONE- (02564)229220**

Tender For sale of Scrap Liquid Nitrogen (LN2) Containers

Tender No.DDCAH / DAIC / LN2 CONT.TENDER / 1943 /09, NANDURBAR . Dated- 20 / 09/ 2009

TENDER NOTICE

Sealed tenders are invited by The District Deputy Commissioner , Animal Husbandry , Nandurbar in prescribed tender format from , by a two-bid system for sale of scrap liquid nitrogen containers of District Artificial Insemination Centre , Nandurbar .

How to get Tender form

Tender form and tender documents may be purchased from the office of District Deputy Commissioner,Animal Husbandry,Nandurbar on payment of Rs 750/-(Rs.Seven hundred fifty Only)In case the same is down loaded from web site <http://mahavet.mah.nic.in>,a Demand Draft of Rs 750/-(Rs.Seven hundred fifty Only)towards cost of tender form drawn on any nationalised banks payable at Nandurbar in the name of “District Deputy Commissioner,Animal Husbandry,Nandurbar” must be enclosed with tender form and placed in enveloped No.1(Technical envelope.) The envelope No.2(Commercial envelope) will not be opened in case of non-submission of above Demand Draft of Rs 750/-in the tender form down loaded from web site.No amount in cash or cheque will be accepted.

Submission of completed tender form

The tender forms duly completed and signed should be submitted to the office of The District Deputy Commissioner,Animal Husbandry,Nandurbar along with Earnest Money Deposite of minimum Rs. 10,000/-(Rs.Ten thousand Only) by the Demand Draft drawn on any nationalised banks drawn in favour of “District Deputy Commissioner,Animal Husbandry,Nandurbar”

You are requested to please follow the guidelines and also the terms & condition of the Tender set and submit the offers accordingly.

Right to accept or reject any or all tenders without assigning any reason vests with the District Deputy Commissioner , Animal Husbandry , Nandurbar.

Please note that the :

1.	Period of Sale of Tender Set	05/09/2009 To 14/09/2009	From 11.00 AM to 2.00 PM on working days
2.	Due date of submission of Tender	14/09/2009	Upto 03.00 pm.
3.	Due date of opening of Tender	14/09/2009	At 04.00 pm.
4.	Date of Inspection of goods	05/09/2009 To 14/09/2009	From 10.00am to 01.00 pm on working days
5	Book value of items	Annexure-A	Rs.31641/-

The sealed Tender will be opened at opening date as specified above in presence of the authorised representative of Tenderers who would be present.

**Dr.S.B.Tathoworthy
District Deputy Commissioner ,
Animal Husbandry Nandurbar**

SEALED TENDER

From:

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.....

SEALED TENDER

To
THE DISTRICT DEPUTY COMMISSIONER A.H.
Room No. 7, Central Administrative Building,
Tokartalao Road, NANDURBAR – 425 412

Sub: Sealed Tender for sale of Scrap LIquid Nitrogen (LN2) Containers...

Sir,

In response to the above invitation of tender for sale of scrap LN2 Containers, we are quoting our rates as shown against each item enumerated in the attached schedule.

The Demand Draftof _____(any Scheduled Bank) No. _____ dtd. _____ in favor The District Deputy Commissioner of Animal Husbandry Nandurbar Payable at Nandurbar for Rs. _____ towards earnest money is enclosed.

In event of the acceptance of the rates offered we undertake that we will abide by the terms and conditions of the tender documents comprising of :

- 1. Sealed Tender Form
- 2. Terms and conditions (General / Special)
- 3. Schedule of tender in "Annexure An

Thanking You and assuring you of our best services at all times.

Encl: **ENVELOPE NO 1- A)** Demand Draft----- dtd. -----
B) Terms and Condition for Tender documents as above and other relevant documents.

ENVELOPE NO 2 Schedule of Tender with Ouated Rates - "**Annexure A**"

Yours faithfully,

Place -

Date

Signature of the Tenderer with Seal Of the Firm / Company

TERMS & CONDITIONS OF THE TENDER FOR SALE OF SCRAP LN2 CONTAINERS

1. MODE OF SUBMISSION TENDER

- 1.1 All tenders are requested to quote rates only as per the enclosed Schedule. Tenders should be submitted in the prescribed form obtainable from the above address and website of Department of Animal Husbandry (<http://mahavet.mah.nic.in>.) "Annexure A" should be submitted in a separate appropriate size envelope, duly sealed and super-scribed "Envelope No.2". All other required documents such as tender Form Registration Certificate, a copy of terms and conditions duly signed, demand drafts and all documents supporting the Eligibility criteria for participation in tender process TERMS & CONDITIONS FOR SUBMITTING TENDER etc. should be put in separate envelope super-scribed as "Envelope No.1". These two envelopes should be sealed and put in **one sealed envelope**.
- 1.2 The tenders should be submitted in sealed cover super scribing Tender No. and date of opening, addressed to District Deputy Commissioner of Animal Husbandry, Room No. 7, Central Administrative Building, Tokartalao Road, NANDURBAR – 425 412
- 1.3 Sealed tender documents should be dropped in the tender box kept in **The Office of The District Deputy Commissioner of A.H.** Room No. 7, Central Administrative Building, Tokartalao Road, NANDURBAR – 425 412 , prior to the closing date and time of tender. Once the tender is submitted no withdrawal will be allowed.
- 1.4 The tender documents, if mailed, should reach the above address sufficiently in advance of the closing date and time of tender.
- 1.5 The tender documents submitted in any other form like Telex / Fax / Tele Fax / Telephones / E-mail may not be considered.
- 1.6 No tender documents submitted or received by post after the specified date and time shall be accepted or be eligible for consideration.
- 1.7 Incomplete tender or tenders submitted with qualifying conditions or with condition at variance with the Special as well as General terms and conditions of tender are liable to be rejected.
- 1.8 In event of office remaining closed on the date of opening of the tender for any unforeseen reason, the tender shall be received and opened on the next working date.
- 1.9 The tenderer should quote rates for all listed items/containers. Quotation for part quantity in any particular item will not be accepted. Tenderers should sign on all the pages of the tender document.

2. ERNEST MONEY DEPOSIT

- 2.1 The tenderer will have to pay Ernest Money Deposit of Rs.10, 000/- of the Value of the bids offered which is higher should be enclosed in the envelope No 1.
- 2.2 The same will be refunded without any interest to unsuccessful tenderer only after satisfactory execution of the contract and fulfillment of all contractual obligations or it may be adjusted while remitting the value of the sale before taking delivery of the item by successful tenderer.
- 2.3 Each tender must be accompanied by EMD for an amount as specified in the tender set. All bidders have to pay EMD amount as per norms.
- 2.4 No interest will accrue on EMD amount.
- 2.5 Any request for adjustment of EMD amount against any previous pending dues of the tenderer and / or any previous EMD / Security Deposit will not be entertained.
- 2.6 In case of unsuccessful tenderer(s), the EMD will be refunded as early as possible, however, if the tenderer withdraw/modify/amend or rescind the quotation / offer after opening of the tender during the validity / extended validity period, in that event the EMD shall stand automatically forfeited.

3. ACCEPTANCE OF OFFER

- 3.1 The successful tenderer will be intimated about the acceptance of their offer under Registered Post.
- 3.2 The purchaser is required to return the duplicate copy of the contract duly signed and stamped as token of acceptance.

4. TAXES. DUTIES. LEVIES AND CHARGES

- 4.1 All taxes, duties, levies and other statutory charges and the surcharges thereon, if any (Excise Duty and Sales Tax etc.) under any local laws. Provincial or central statute in force for the time being or in force hereafter having its impact on the transaction will be purchaser's account and shall be deposited by him along with the cost of material.
- 4.2 Sales tax/VAT in force on Non-usable Aluminium scrap items+ Surcharge should be quoted separately. The rate of duties and taxes ruling on the date of actual removal of material shall be applicable. No certificate will be issued by this office for granting exemption in octroi Tax.
- 4.3 The tenderer should mention their ST Regn. No. and PAN No. in the Tender. Copy of current ITCC should be furnished along with the Tender

5. DEFAULT IN PAYMENT

- 5.1 In case of default in payment within the time limits specified in the Terms and Conditions of the tender, the contract automatically stands cancelled thereby forfeiting the Earnest Money Deposit.
- 5.2 The District Deputy Commissioner of Animal Husbandry, Nandurbar reserves the right to accept or not to accept payment beyond the specified time limit with or without penal charges @ 1 % per week or part thereof on the due amount (without Taxes and Duties) for the period of delay.

6. DEFAULT IN DELIVERY

- 6.1 In case of default in lifting material by the purchaser within the time limit specified in the Terms and Conditions of the tender. The balance material may be delivered subject to payment of **Ground Rent** for the period of delay @ 1 % per week or part thereof on the value of undelivered stores (without Taxes and Duties).
- 6.2 District Deputy Commissioner of Animal Husbandry, Nandurbar reserves the right to allow or not to allow the purchaser to lift the materials with or without the Ground Rent after the expiry of stipulated delivery period.
- 6.3 In event of the material not lifted by the purchaser in entirety the contract stands automatically cancelled thereby forfeiting the Security Deposit.

7. QUALITY & QUANTITY

- 7.1 The Goods are offered purely on 'AS IS WHERE IS' basis. Pick and choose method of collection is strictly prohibited.
- 7.2 The tenderer should thoroughly satisfy themselves about the nature, conditions and quality of material at the time of inspection.
- 7.3 The Scrap Container are sold on LOT basis the entire material lying in the lot will have to be lifted by the purchaser so as to clear the entire lot at a time.

8. LIFTING & COLLECTION

- 8.1 In event of any accident causing any injury to any workmen engaged by the purchaser(s) arising out of and in course of execution of the work under the contract, the Department shall be entitled to be indemnified by the purchaser towards any compensation as provided and in the manner prescribed under Workmen's Compensation Act.
- 8.2 The purchaser should follow the procedure of Department with regard to entry of vehicle, issue of material in force at the time of taking delivery. Cost of segregation / Cutting / bundling / loading / unloading / transportation etc. of scrap materials are to be borne by the purchaser(s).
- 8.3 All statutory requirement and labour enactments should be strictly followed in respect of persons employed by the Purchaser(s).
- 8.4 The purchaser's representatives, workers, lorry drivers and others will have to strictly observe the working hours and regulations regarding the discipline and security while they are inside the premises of Department. Any violation of the regulation regarding discipline and security will lead to forfeiture in Security Money and termination of the contract by the District Deputy Commissioner of Animal Husbandry, Nandurbar at its discretion.
- 8.5 The Purchaser(s) must not indulge in any corrupt or unlawful practice while executing the contract. If any such case is reported and established, the District Deputy Commissioner of Animal Husbandry, Nandurbar will have full rights to forfeit the Security Money and cancel the contract.
- 8.6 The Purchaser(s) will be allowed to take delivery of stores during office hour of District Artificial Insemination Centre Nandurbar with prior intimation. The delivery of materials will not be given on Sunday and Holidays declared by the Government.

9. **FORCE MAJURE:** The District Deputy Commissioner of Animal Husbandry, Nandurbar shall be relieved of all liabilities and obligation under the contract entered into when they are prevented, frustrated or impeded consequent upon any statutory rules, regulation or stipulation arising out of war, modification, strike, lockout, riot civil commotion, trade dispute, fire accident, natural disaster, acts of God or any other circumstances beyond their control.

- 10 **SUBLETTING** Assignment of contract and / or Subletting of this contract either in whole or in part are strictly prohibited. The District Deputy Commissioner of Animal Husbandry, Nandurbar may at its discretion terminate the contract and forfeit the security money in the event of parting of any interest, in assignment of and / or subletting of the contract, either in whole or in part by the Purchaser, if and when the fact of such parting assignment and / or subletting comes to light.

- 11 **ARBITRATION** All dispute and difference whatsoever arising between the parties out of or relating to the construction meaning and operation or effect of the contract or on the branch thereof shall be referred to the Commissioner Animal Husbandry Maharashtra State, Pune - 1 or his nominees who will act as the sole arbitrator.

12. GENERAL

- 12.1 Conditional and / or combined offer(s) in tender shall be liable for rejection.
- 12.2 Acceptance or rejection or deviation of Tender terms and conditions shall be finally decided by District Deputy Commissioner of Animal Husbandry, Nandurbar.

- 12.3 District Deputy Commissioner of Animal Husbandry, Nandurbar reserves the right to withdraw from Sale the material offered for sale in full or part thereof without assigning any reason whatsoever. He also retains the option to cancel a deal even after issue of Sale Contract I Delivery Advice.
- 12.4 District Deputy Commissioner of Animal Husbandry, Nandurbar reserves the right to accept or reject highest tender without assigning any reason and may sell the material to one or more than one tenderer as it may deem fit and no claim or complaint in this regard from the highest bidder will be entertained.
- 12.5 In the event of any dispute with regard to Excise *Duty* / Sales Tax or any other statutory levies the matter has to be taken up directly with the concerned Authorities by the purchaser.
- 12.6 Should the purchaser happen to be relative of any employee of the the Department or any Member of Auction Committee, he shall inform the Authority of the said fact while submitting his tender failing which his contract may be rescinded, if and when the fact consequently comes to light and he shall be liable to make good any loss or damages resulting from such rescission.
- 12.7 Intending Tenderers may seek for any clarification before tendering, submission of offer implies the tenderer has obtained all clarification required.
- 12.8 The tenderer must sign each and every page of the General Terms & Condition, Special Terms & Conditions and schedules to the tender which form an integral part of the Tender.
- 12.9 Unless otherwise specified the rates will be considered as basic rate without taxes & duties which will be extra as would be applicable on the date of delivery.
- 12.10 In all cases the rates should be quoted both in words and figures. Any alteration and or overwriting should be duly authenticated by the tenderer's signature.
- 12.11 District Deputy Commissioner of Animal Husbandry, Nandurbar shall have the right to withdraw / cancel / issue amend to the Tender documents to clarify amend, modify supplement or delete any of the condition clause stated in the tender, for which tenderer shall not be entitled to claim any cost, expenses in connection with submission of offer. In case the tender is withdrawn or cancelled the EMD will be refunded without interest.
- 12.12 All kinds of legal proceedings in any matter arising out of the Contract shall be subject to the jurisdiction of the appropriate legal court at Nandurbar
- 12.13 The scrap bidder must have clear and unambiguous pollution control clearance certificates having consent to operate under Prevention and Control of Pollution Act and also having authorization for handling hazardous wastes & scraps in their premises as per Centrall State Govt. rules or Regulations as amended from time to time.(Please see Annexure of the Schedule).
- 13. Payment Terms** Full payment of the stores has to be made within twenty days from the date of receipt of the Sale Order or earlier as will be specified in the Sale Order.
- 14. Delivery Period** Entire Quantity has to be lifted within strictly as per Delivery Advice. Any delay in taking delivery of materials beyond the specified period may attract ground rent as per general terms or may lead to termination of contract. The successful Tenderer should remit the sale proceeds along with S.T. and take delivery of the items within 10 working days after payment.
- 15. Inspection:** The tendered stores shall be kept open for inspection during 13.03.2008 to 25.03.2008 The interested tenderers may inspect the tendered goods on above working days between 10.00 am to 01.00 pm. except Saturday or Sunday or holidays at District Artificial Insemination Centre, Nandurbar. The prospective tenderers may contact the Assistant Livestock Development Officer for inspection. Only one person from each firm will be permitted for inspection of the items. The person inspecting the items should record their firm's name, his name, and his position in the Inspection Register. The person should produce proof of documentary evidence like authorization letter in their letter pad/visiting card/ identification card, driving license, passport, PAN card etc. before inspection. The Tenderers will be permitted to inspect the items only once and they will not be entertained again. Book value of tender items is Rs.31641/- (Thirty one thousand six hundred & forty one only.)
- 16. Special Term & Condition** - The tenderer will have to submit undertaking that the sold LN2 containers will not be repaired and reused for Artificial Insemination work.
- 17 Incomplete and conditional offers are liable for rejection.**

DECLARATION

I/we have fully understood the above General Terms & Conditions of the Tender as well as the special Terms & Conditions attached with the Tender which are returned herewith duly signed by me / us in token of having accepted the same and / We have made by our offer keeping in view these Terms & Conditions. I/We further state that the purchased Scrap LN2 Containers will not be repaired and reused for Artificial Insemination purpose.

Full name & seal with place & date

Signature of Tenderer

ANNEXURE-A

**OFFICE OF THE DISTRICT DEPUTY COMMISSIONER OF ANIMAL
HUSBANDRY,NANDURBAR
ROOM NO 7 ,Central Administrative Building , Tokartalao Road,
NANDURBAR
PIN-425412
PHONE- (02564)229220**

Re-Tender For sale of Scrap Liquid Nitrogen (LN2) Containers
Tender No.DDCAH / DAIC / LN2 CONT.TENDER/1943 /09, NANDURBAR . Dated- 20 / 08 / 2009

List of Scrap Liquid Nitrogen Containers

With reference to above Tender Notice I/we offer our rates as mentioned below.
Name and Address of the Tenderer-

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SR. NO.	TYPE OF LN2 CONTAINER	QUANTITY	RATE OFFERED PER CONTAINER (RS.)	TOTAL RATE OFFERED (RS.)	TAXES INCLUDING SURCHARGE (RS.)	TOTAL (RS.)
1	TA-55	11				
2	BA-20	3				
3	BA-3	19				
4	BA-1.5	1				
TOTAL		34				

Total Rs.-----

Place-

Date-
Company

Signature of the Tenderer with Seal Of the Firm /