

Govt. of India, Dept. of Space
Indian Space Research Organization
Indian Institute of Remote Sensing
4 Kalidas Road, Dehradun – 248001
Uttarakhand
PH: 0135 252 4317 / 4322, FAX: 0135 2748041
Email: pns@iirs.gov.in
sale of scrap

On behalf of President of India sealed tenders are invited for sale and removal of scrap or condemned items as detailed in Annexure IV of IIRS/P&S/DISP/2013/01 dated 22/01/2013

Cost of tender documents – Rs 200 + UTT 13.5% (Total Rs 227)

Last date & time for issue/download of tender documents – 13:00 Hrs on 18/02/2013

Last date & time for submission of tenders – 15:00 Hrs on 19/02/2013

Date & Time for opening of tenders – 15:30 Hrs on 19/02/2013

Tender forms can be had from P&S section IIRS on all working days on payment of Rs 227/- in the form of DD drawn in favour of Pay & Accounts officer, IIRS Dehradun payable at Dehradun or can be downloaded from www.iirs.gov.in. When tender form is downloaded DD for Rs 227/- drawn in favour of Pay & Accounts officer, IIRS payable at Dehradun shall be attached. Detailed terms and conditions and list of lots on sale are available in the document

Director

TO

The Purchase & Stores Officer,
Indian Institute of Remote Sensing,
4 Kalidas Road, Dehradun – 248 001

Dear Sirs,

Sub: Tender for the purchase and removal of scrap
materials mentioned in the annexed schedule as specified by the
Purchase & Stores Officer, Indian Institute of Remote Sensing,
Dehradun-248001.

I/We hereby tender our offer and if my/our tender is accepted I/we undertake to purchase and remove all lots of scrap sold to us/me in accordance with the said schedule and annexed terms & conditions of sale at the rates entered therein. Issue of letter of acceptance by you shall conclude the sale and shall be binding on me/us. Non fulfillment of sale obligation after issue of letter of acceptance shall be treated as breach of sale and action taken by the IIRS towards forfeiture of EMD/Security Deposit and to sell the item at the risk and cost of purchaser shall be binding on us.

The dispatch of acceptance of tender by IIRS or other person deputed by IIRS in a registered cover addressed to me/us shall be held to constitute receipt by me/us of such acceptance and the relative document.

I/We hereby declare that I am/we are in all respects eligible in accordance with the provision of the Indian contract act to enter into contracts.

I/We hereby agree to pay the price of all scrap materials for which my/our tender is accepted to the Pay & Accounts officer, Indian Institute of Remote Sensing, Dehradun-248001 as per advice of IIRS in line with the terms and conditions of the tender issued by IIRS. I/We hereby furnish our contact Telephone NO. (Land line and Mobile) FAX. No. /E-Mail ID for communication in addition to our postal address.

I/We have carefully read and understood the terms and conditions for sale through tender and I/We will abide by the same as per this tender.

Yours faithfully,

Signature :
Name :
(to be written
Legibly)

Full Postal Address :

Phone No. Land Line :
Mobile No. :
Fax :
E-Mail :
Date :

INDIAN INSTITUTE OF REMOTE SENSING, DEHRADUN - 248 001

TERMS AND CONDITIONS OF SALE

1. Director, IIRS is neither bound to accept the highest offer of any Tenderer nor to assign any reason for not doing so. IIRS reserves the right to accept or reject any tender in respect of the whole or part of any of the items tendered for.
2. Tender will not be considered if not submitted in the prescribed form of Tender Schedule. The tenderer's signature and full address including phone number must be given in the space provided for the purpose. All pages of tender schedule and terms and conditions need to be signed by the tenderer.
3. Tender once submitted, shall remain in full force as submitted, notwithstanding any modification, correction or alteration made or attempted to be made in respect thereof by the Tenderer or on his behalf, whether on the ground of mistake or otherwise, and any acceptance by the IIRS of the Tender as originally submitted or any part thereof, shall be binding upon the tenderer notwithstanding that the IIRS had received notice of such specification, correction or alteration before acceptance of the tender by the IIRS.
4. Tenders should be submitted duly enclosed and sealed in the special cover accompanying the tender form superscribed, TENDER No. _____ due on _____ FOR THE SALE AND REMOVAL OF SCRAP MATERIALS, LOT NO-----" Tenders shall hold good for acceptance for a minimum period of 90 days from the date of closing of the tenders. If a tenderer wishes to bid for more than one lot separate offers for each lot has to be submitted.
5. Tender must be for a rate per lot noted against the lots in the schedule, DELIVERY EX-SITE inside the premises of Indian Institute of Remote Sensing, Dehradun-248001 where the lots are available.
6. Tenderers must enter the rates in figures as well as in words and any correction in the rate should be initialed by the tenderer, failing which, the tender shall not be considered. In case of any discrepancy in the rates shown in figures and in words, the rates indicated in words shall be considered final.
7. Tenderers should furnish the Earnest Money Deposit as mentioned i.e. earnest money should be paid as crossed DD drawn in favour of Pay & Accounts Officer, Indian Institute of Remote Sensing, Dehradun-248001 payable at Dehradun. If a tenderer wishes to bid for more than one lot a combined DD for all the EMD amount can be submitted however separate offers for each lot has to be submitted.
9. Offer received without EMD will be summarily rejected.

10. The Earnest Money will be returned within a reasonable time from the date of conclusion of tender to the unsuccessful Tenderers but will be retained towards the cost of lots from the successful tenderer or tenderers.

12. No interest will be allowed on Earnest Money deposits.

13. The successful tenderer or tenderers will be issued letter of acceptance and on receipt of letter of acceptance successful tenderes are required to deposit at IIRS cost of the lots for which his or their offer is accepted after adjusting the EMD for the due fulfillment of the sale in the form of crossed DD drawn in favour of Pay & Accounts officer, IIRS payable at Dehradun within twenty calendar days from the date of issue of the letter of acceptance to him/ them failing which IIRS reserves the right to forfeit the amount of the Earnest Money Deposited. On deposit of cost of the sale by successful tenderers sale order for respective lots shall be issued to them.

14. Director, IIRS may at his discretion grant such extension of time as may be warranted on such belated remittance of the value of stores subject to payment of interest chargeable at the prevailing bank rates +2% subject to minimum of Rs.100/- per day after the expiry of the free period mentioned in the advice. No time extension will be given for payment beyond 30 days from the date of letter of acceptance. On expiry of 30th day EMD will be forfeited. The sale value shall be paid by DD and the date of realization will be considered as the date of payment.

15. The lots of scrap materials sold will be liable to inspection by officers of IIRS or their duly appointed representatives and they are empowered to remove any items of stores sold which in their opinion do not come under the correct classification of the scrap at the time of delivery to the purchaser, the decision of the Director, IIRS shall be FINAL AND BINDING.

16. The quantities specified in the Tender Schedule are approximate only. IIRS accepts no responsibility whatsoever for variation of these quantities for any errors either in the description, condition quantities or contents of the said goods or materials. In no circumstances will any segregation and pick and choose shall be permitted.

17. IIRS will not be responsible for delay in delivery.

18. If packing is considered necessary the packing material and packing scrap shall be arranged by the purchaser in presence of witnessing IIRS officials.

19. In case the scrap materials remain in the IIRS's premises, without being removed within the time allowed ground rent shall be charged at the rate of half-a-percent per day, on the value of lot or lots or portions thereof subject to a minimum of Rs.100/- per day whichever is higher for the site on which the goods are stored and it is agreed that pending the removal of the goods or material the IIRS will accept no responsibility in respect thereof. Should however, all or any portion of goods or materials remain un-removed from the IIRS's premises for more **than 25 calendar** days from the date of issue of sale order by IIRS, the sale will be cancelled and the goods or materials shall without further notice to the purchaser be liable to be sold at the purchaser's risk by calling for fresh tenders or through auctions or otherwise or to H2, in such an event the condition stipulated in clause 20 here under shall apply. This does not in any way prejudice or takes away the rights of the IIRS to recover the amounts due by any process of law or otherwise.

20. In any circumstances whatsoever IIRS shall not be liable for any misappropriation, loss by

21. deterioration or any other loss through any cause which may occur after the date of notification of goods or materials by the purchaser. Further the purchaser shall accept responsibility for the consequences caused to the life/property of purchaser or any other person by fire/accident/explosion from any of the stock of goods or materials that may be allotted to him and shall indemnify IIRS against the all consequences arising thus

22. In case the purchaser shall fail, neglect or refuse to pay for all or any of the said goods of materials which the IIRS shall require the purchaser to pay for in accordance with the terms and conditions herein contained, the goods for materials shall without further notice to the purchaser be sold by auction or otherwise and if the amount realized in such sale falls short of the amount realizable from the defaulted purchaser the loss offered on this account as well as the cost incurred in connection with this sale, shall be recovered from the purchaser but if the amount realized is more than that payable by the purchaser the IIRS shall have the benefit of the difference and no compensation or money shall be paid to the purchaser in respect thereof.

23. The purchaser shall neither assign nor make over nor underlet the sale or any part thereof or any share of interest therein to any person or persons whatsoever not permit to any other party to interfere in the management or performance thereof. Director, IIRS acting on behalf of the President, Union of India shall be at liberty to terminate the sale without notice in any of the following events:-

a. On the death of sole purchaser or in the case of a firm on the death of one or more partners thereof.

b. Upon the insolvency of a sale purchaser or in the case of firm of any one or more of the partners thereof or upon his/their representing his/ their petition or a petition or insolvency being presented against his/their or upon his/their making an arrangement with or assignment in favour of his/their goods or (if the purchaser shall be an incorporated company) upon a winding up order being made against it or upon a resolution for voluntary winding up being passed.

24. The purchaser shall have no claim whatsoever on goods or materials that may be available during the period of the sale at a place other than that or those for which his tender was accepted.

25. The purchaser shall have no claim to any quantity of the arising other than those actually offered to him through the sale order for taking delivery, however, the delivery of the materials either in part or in full subject to being with held if required for this administration's use at any stage before actual delivery is effected without any commitment on either side.

26. The purchaser should give minimum three days advance notice to office concerned regarding the date of which he intends to commence taking delivery.

27. During the execution of this sale, should any question arise in respect of the goods sold for, the purchaser shall abide by the decision of Director, IIRS, or such persons as may be appointed on his behalf.

28. Notwithstanding anything contained in the other clause in the event of the purchasers failing to perform the sale to the satisfaction of the IIRS or making breach of any of the terms and conditions of sale, the IIRS reserves the right to cancel the sale forthwith and to forfeit the entire security deposit or a portion thereof as may be determined by the Director, IIRS, at his discretion.

29. Subject as otherwise provided in this sale, all notice to be given on behalf of the President, Union of India and all other actions to be taken on his behalf may be given or taken on his behalf by the Director, IIRS, Indian Institute of Remote Sensing, Dehradun - 248001.

30. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the purchaser or his partner, agent servant or any one of his or their behalf to any officer, Servant or representative of IIRS or any person on its behalf in relation to the obtaining or the execution of this or any other sale with the IIRS shall in addition to any criminal liability which may incur subjected the purchaser for the cancellation of this and all other sales and also to payment of any loss or damages resulting from such cancellation.

31. Payment under sale shall take place within the province of the Union of India except where there for compelling reasons to the contrary.

32. In the event of any question, dispute or difference etc arising in respect of construction or interpretation of any of the terms and clause in the sale or arising in connection with the sale, the same shall be referred to the sole arbitration of a person appointed by the Director, Indian Institute of Remote Sensing, Dehradun-248001. As sole arbitrator the award of the arbitrator shall be final and binding on the parties hereto.

PURCHASE & STORES OFFICER
FOR AND ON BEHALF OF THE PRESIDENT OF INDIA

Offer format(To be filled by tenderers, separate formats to be used for each lot)

Offer for scrap material sale on ex-site delivery basis at Indian Institute of Remote Sensing

1. Lot No :

2. Description :

2. Approximate qty :

3 (i) EMD amount :

(ii) DD No: _____

4. Rate offered (in figures) :

(in words) :

5. Sales Tax :

6. Other taxes and duties, if any :

7. Total cost inclusive of taxes and

Duties (in figures) :

(in words) :

8. Name of the purchaser :

Firm's Name

Address

Phone No :

Mobile

Fax No.

E-Mail ID :

NOTE:

1).The security deposit to be furnished by the successful tenderer should be a sum equal to 10% of the sale value.

2) The sales tax and other taxes at the rate as applicable at the time of delivery are leviable on scrap sale

3) Tender shall hold good for acceptance for a minimum period for 90days from the date of opening of tender.

4).The successful Tenderer should get instruction from IIRS

5).Successful tenderer must engage adequate number of labourers and material transport vehicles on all working days in order to remove the lots.

I/We _____ carrying on business at _____ do hereby agree to purchase and remove **lot** at the rates quoted and subject to the terms and conditions laid down above and also in the annexed tender terms and conditions.

(Signature of Tenderer)

DETAILS OF LOTS TO BE SOLD

Lot No	DESCRIPTION OF ITEMS	QTY.	EMD in Rupees	
1	MINI BUS CANTER , DIESEL Model: 1990 (Regn. No.UP-07/4561)	01 No.	10,000	
2	MINI BUS CANTER , DIESEL Model: 1990 (Regn. No.UP-07/4562)	01 No.	10,000	
3	CAR AMBASSADOR, PETROL Model: 1996 (Regn. No.UP-07F/8690)	01 No.	5000	
4	MOTOR CYCLE BULLET, PETROL Model: 1986 (Regn. No.UGY-5702)	01 No.	2500	
5	Photographic materials and equipments, office equipments, electrical appliances, wooden/metallic furniture, electronic equipments, computers, peripherals, etc lying inside the condemned stores room at MT section, IIRS on as it is where it is basis excluding items marked NOT FOR SALE	1 Lot	10,000	
6	Old furniture metallic as well as wooden lying outside MT building of IIRS on as it is where it is basis	1 Lot	10,000	