



राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान  
**National Institute of Plant Health Management**  
Department of Agriculture & Cooperation  
Ministry of Agriculture  
Government of India



Rajendra Nagar,  
Hyderabad – 500 030  
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No.3(14)/PV/2014-15-Acs

Date: 24.04.2015

**Tender-cum-auction for the Sale of Unserviceable Items**

National Institute of Plant Health Management, Hyderabad intends to sell unserviceable items: Lab/Engineering Equipment & Wooden Furniture through Tender-cum-auction on “as is where is” basis, lying at the Institute. Sealed tenders are invited from the interested parties for the auction of Unserviceable materials. Interested parties should drop their bids in the drop box latest by 14/05/2015 before 5.00 PM. Tender documents and Terms & Conditions documents may be collected from the office at the above mentioned address during office hours and also from the website <http://niphm.gov.in>. The tender forms duly completed and signed should be submitted to the office of National Institute of Plant Health Management, Rajendranagar, Hyderabad-500030 along with Earnest Money Deposit of Rs. 20,000/- (Rs. Twenty Thousand Only) by the way of Demand Draft drawn on any Nationalized banks in favour of " National Institute of Plant Health Management, Hyderabad” payable at Hyderabad. You are requested to follow the guidelines and also the terms & conditions 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 ‘Director General, National Institute of Plant Health Management, Hyderabad.

Please note that the:

1. Period of Collection of Tender Set: from 29.04.2015
2. Due date of submission of Tender: 14.05.2015 till 5.00 PM
3. Date of Inspection of items: From 11.05.2015 to 13.05.2015, 11:00 AM to 5:00 PM.
4. Issue of tokens for Auction : on 14.05.2015 from 11.00 AM to 5.00 PM
5. Date of Auction: 15.05.2015 at 11.00 AM
6. Bids will be opened on:15.05.2015 in presence of bidders or their representative, who choose to be present after auction proceedings are completed.

**REGISTRAR**

(PLACE THIS FORM IN ENVELOPE NO.1)

## **TERMS & CONDITIONS**

It is notified that 'Tender-cum-Auction of unserviceable items is due to take place on 15.05.2015 at 11.00 AM at N.I.P.H.M., Rajendranagar, Hyderabad in the presence of Auction Committee. The prospective bidders may note that the unserviceable items will also be offered for open Auction to those bidders who deposit Rs.20,000/-(Rupees twenty thousand only) as EMD on previous day of auction (i.e on 14.05.15) and obtain token. It may further be noted that this EMD is separate from the EMD enclosed/ to be enclosed with the sealed tender. The terms and conditions of auction are given below:

### **PRE-BIDDING**

#### **1. MODE OF SUBMISSION OF TENDER**

- 1.1 Tenders should be submitted in the prescribed form obtainable from the above address.
- 1.2 The tenders should be submitted in sealed cover addressed to 'The Registrar, National Institute of Plant Health Management, Rajendranagar, Hyderabad -500030.
- 1.3 Sealed tender documents should be dropped in the drop box kept in the Office prior to the closing date and time of tender. Once the tender is submitted no withdrawal will be allowed.
- 1.4 The tender documents sent through courier or post, 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 will 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 the event of office remaining closed on the due date for submission/opening of the tender for any unforeseen reason, the tender shall be received/ opened on the next working date.

2. Tenderers should sign on all the pages of the tender document.

#### **3. EARNEST MONEY DEPOSIT**

- 3.1 The tenderer will have to pay Earnest Money Deposit of 20,000/- by way of DD drawn in favour of National Institute of Plant Health Management, Rajendranagar, Hyderabad.
- 3.2 The same will be refunded without any interest to successful tenderer only after satisfactory fulfillment of all contractual obligations or it may be adjusted while remitting the value of the sale before taking delivery of the item.
- 3.3 In case of unsuccessful tenderer(s), the Earnest money deposit will be refunded as early as possible.

#### **QUALITY & QUANTITY**

- 4.1 The items are offered purely on 'AS IS WHERE IS' basis. **Pick and choose method of collection is strictly prohibited.**
- 4.2 The tenderers should thoroughly satisfy themselves about the nature, conditions and quality of material at the time of inspection.

4.3 The Unserviceable equipment and material 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.

#### 5. Inspection :

The tendered items shall be kept open for inspection. The interested tenderers may inspect the tendered items from 11.05.2015 to 13.05.2015 between 11.00 am to 5.00 pm. The prospective tenderers may contact 'National Institute of Plant Health Management, Hyderabad. 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 Tenderer(s) will be permitted to inspect the items only once and they will not be entertained for a second/subsequent time..

6. Incomplete and conditional offers are liable for rejection.

7 Taxes, VAT, Transfer fees and Levies shall have to be paid extra as applicable by buyer.

### **8. GENERAL**

8.1 Conditional and /or combined offer(s) in tender shall be liable for rejection.

8.2 Acceptance or rejection or deviation of Tender terms and conditions shall be finally decided by the 'Director General, National Institute of Plant Health Management, Hyderabad

8.3 The 'Director General, National Institute of Plant Health Management, Hyderabad 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 / Delivery Advice.

8.4 The 'Director General, National Institute of Plant Health Management, Hyderabad reserves the right to accept or reject highest tender without assigning any reason.

8.5 In the event of any dispute with regard to Sales Tax or any other statutory levies the matter has to be taken up directly with the concerned Authorities by the purchaser.

8.6 Relatives of any employee of the NIPHM or any Member of Auction Committee are not eligible to participate.

8.7 Intending Tenderers may seek for any clarification before tendering, submission of offer implies the tenderer has obtained all clarification required.

8.8 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.

8.9 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.

8.10 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.

8.11 The 'Director General, National Institute of Plant Health Management, Hyderabad shall have the right to withdraw / cancel / postpone the Tender for which tenderer shall not be entitled to claim any cost, expenses in connection with submission of offer. The last date of the Tender/Date of Auction, if changed will be notified on NIPHM Website. In case the tender is withdrawn / cancelled the EMD will be refunded without interest.

8.12 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 Hyderabad.

9. Payment Terms: **Full payment of items has to be made on the same day ie before 5.00 PM**

10. Lifting Period: Entire Quantity has to be lifted within 3 days 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 and EMD will be forfeited. The successful Tenderer should remit the sale proceeds along with S.T. and take Delivery of the items within 3 working days after payment.

### **DURING BIDDING**

11.1 Before opening the tenders, the unserviceable items will be offered for open auction for the bidders who have deposited Rs.20,000/- as EMD on previous day and obtain token. (this EMD is separate from the EMD enclosed with tender).

11.2 After selection of highest bidder for each lot from open auction, the sealed tenders will be opened. If the highest offer in the tenders exceeds the highest bid amount offered in open auction, the tenderer will be determined as Highest Bidder – H1 for sale of Unserviceable.

11.3 Contract will be awarded to the successful tenderer and will be intimated about the acceptance of his offer.

11.4 The tenderer should return the duplicate copy of the contract duly signed and stamped as token of acceptance.

### **POST-BIDDING**

#### **12. DEFAULT IN PAYMENT**

12.1 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.

12.2 The “Director General, National Institute of Plant Health Management, Hyderabad reserves the right to accept or not to accept payment beyond the specified time limit.

#### **13. DEFAULT IN DELIVERY**

13.1 ‘Director General, National Institute of Plant Health Management, Hyderabad 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 and delayed charge will be 1% of the confirmed tender value per day.

#### **14. LIFTING & COLLECTION**

14.1 Lifting of all Unserviceable items from "as is where" basis will be total and will be at complete risk and responsibility of purchaser only.

14.2 The purchaser should follow the procedure of NIPHM 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 Unserviceable materials are to be borne by the purchaser(s).

14.3 All statutory requirement and labour enactments should be strictly followed in respect of persons employed by the Purchaser(s).

14.4 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 NIPHM. Any violation of the regulation regarding discipline and security will lead to forfeiture of Security Deposit and termination of the contract.

14.5 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 'Director General, National Institute of Plant Health Management, Hyderabad' will have full rights to forfeit the Security Money and cancel the contract besides initiating action as per legal provisions.

13.6 The Purchaser(s) will be allowed to take delivery of stores during office hour of National Institute of Plant Health Management, Hyderabad with prior intimation.

#### 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 I / We have made by our offer keeping in view these Terms & Conditions.

Signature of the Tenderer

Full Name & cell phone No. and Seal with Place & Date:

**PLACE THIS FORM IN ENVELOPE NO. 2**

**ANNEXURE - A**

**TENDER FOR THE SALE OF UNSERVICEABLE MATERIALS**

With reference to above Tender Notice I/ We offer our rate/price as mentioned below:

Name and Address of the Firm/ Tenderer –

Price Offered by the Firm/ Tenderer:

Lot No.1 – Lab Equipment: Rs. \_\_\_\_\_  
(In Words): .....

Lot No.2 Engineering Equipment: Rs. \_\_\_\_\_  
(In Words): .....

Lot No.3 Furniture: Rs. \_\_\_\_\_  
(In Words): .....

Lot No.4 Furniture: Rs. \_\_\_\_\_  
(In Words): .....

Signature of the Tenderer with Seal of the Firm/Company

Place:  
Dated:

From:

.....  
.....  
.....

To

The 'Registrar, National Institute of Plant Health Management,  
Rajendranagar, Hyderabad -500030.

Sub: Sealed Tender for sale of Unserviceable materials.

Sir,

In response to the above invitation of tender for sale of unserviceable materials, we are quoting our rates enumerated in the attached schedule.

The Demand Draft of \_\_\_\_\_(any Scheduled Bank)  
No.\_\_\_\_\_dated.\_\_\_\_\_ in favour of 'National Institute of Plant Health  
Management, Hyderabad' payable at Hyderabad for Rs.20,000/-(Rupees twenty thousand only)  
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)

Enclosed: ENVELOPE NO 1.

A) Demand Draft no.\_\_\_\_\_ dated\_\_\_\_\_

B) Signed terms and Condition for Tender documents as  
above and other relevant documents.

ENVELOPE NO 2.- Schedule of Tender with Quoted Rates  
"Annexure A"

Yours faithfully,

Place:

Date :

Signature of the Tenderer  
With Seal of the Firm/Company