

**Indian Institute of Astrophysics  
( Department of Science & Technology – Govt. of India )  
Koramangala 2<sup>nd</sup> Block,  
Bangalore-560 034.**

**Tender Notice No.IIA/CREST/ET/01/07-08**

Sealed Tenders are invited on the prescribed form for sale of 411 Eucalyptus Trees, “AS IS WHERE IS basis”, grown in our IIA CREST Campus, Shiddalagatta Road, Hoskote-562 114 ( Bangalore Rural Dist.) Eucalyptus trees proposed to be sold are numbered and they are to be uprooted and cleared from CREST Campus having the clearance from the Deputy Conservator of Forests, Govt. of Karnataka, Bangalore. The interested parties can inspect the Trees in the Campus between 10.00 Hrs. and 16.00 Hrs. on any working day and collect the tender form on payment of Rs.25/- (Rupees twenty five only) either by cash or demand draft drawn in favour of Director, Indian Institute of Astrophysics, from 08-5-2007 to 14-5-2007. They may submit their offer in a sealed cover superscribing “Tender for sale of Eucalyptus Trees” to the Director, Indian Institute of Astrophysics, Koramangala 2<sup>nd</sup> Block, Bangalore-34 on or before 25-5-2007 till 15.00 Hrs. and will be opened on the same day& time. The offer should be accompanied by Earnest Money Deposit of Rs.5000/- (Rupees five thousand only) payable by demand draft in favour of Director, Indian Institute of Astrophysics, Bangalore. The Director, Indian Institute of Astrophysics, Bangalore reserves right to accept / reject any or all the tenders without assigning any reason whatsoever.

Administrative Officer

No: IIA/CREST/ET/01/07-08

Dated :08-5-2007

TENDER DOCUMENT

INDIAN INSTITUTE OF ASTROPHYSICS  
( Dept. of Science & Technology – Govt. of India )  
Koramangala 2<sup>nd</sup> Block

BANGALORE – 560 034

Phone: 91-80-25530672-76

Fax: 91-80-25534043

INDIAN INSTITUTE OF ASTROPHYSICS  
( Dept. of Science & Technology- Govt. of India )  
Koramangala 2<sup>nd</sup> Block  
BANGALORE – 562 114

---

SALE OF 411 EUCALYPTUS TREES AT CREST CAMPUS, HOSKOTE BY OPEN  
TENDER BASIS UNDER ADV. NO.IIA/CREST/ET/01/07-08 AS PER THE  
FOLLOWING TERMS & CONDITIONS :

---

PROGRAMME

INSPECTION OF EUCALYPTUS TREES : From : 08-5-2007 onwards all working  
days between 10.00 Hrs. & 16.00 Hrs.  
at CREST CAMPUS, IIA, Shiddalagatta  
Road, Opp: Milk Diary, Hoskote-562114  
( Bangalore Rural Dist.)

TENDER CLOSING DATE  
TIME & VENUE : 25-5-2007 15.00 Hrs. at :  
Indian Institute of Astrophysics,  
Koramangala 2<sup>nd</sup> Block,  
Bangalore-560 034.

---

Name & address of the Tenderer :

Offer by the Tenderer : Rs.  
(Rupees \_\_\_\_\_  
\_\_\_\_\_)

Earnest Money Deposit : Rs.5,000/-  
Demand Draft No.  
Name of the Bank drawn:

Signature of the tenderer :

Name :

Date :

---

Terms & Conditions:

---

- 1) Notwithstanding anything contained in this Sale Notice of advertisement by the Institute as to the description and number of Eucalyptus Trees sought to be sold, the sale is on “AS IS WHERE IS BASIS” only. The purchaser shall have to satisfy himself on inspection and made his offer. Here the principal of “CAVEAT EMPTOR” (let the buyer beware) will apply.
- 2) On confirmation of the sale to successful tenderer, the successful tenderer should remit full offer amount together with taxes and duties as applicable at that time of within one week (7 Calender days from the date of Sale Order). The amount shall be paid by the Tenderer by crossed account payee demand draft drawn on any nationalized bank payable in Bangalore in favour of the Director, Indian Institute of Astrophysics, Bangalore.
- 3) If the Tenderer fails to pay the amount in the period as specified above, the earnest money deposit already deposited by him shall stand forfeited and the Eucalyptus will be re-sold. If, during resale, amount realized is less than the original price mount, the difference will be recovered from the defaulter who will have no claim on any profits accrued in the resale.
- 4) Indian Institute of Astrophysics reserves the right at their discretion to withdraw at any stage of this sale notice either before or after for sale of Eucalyptus trees either fully or partially without assigning any reason.
- 5) All the Tenders which are accompanied by Earnest Money Deposit treated as confirmed tenders.

- 6) Earnest Money Deposit of unsuccessful tenderers will be refunded after the confirmation of Sale Order to successful tenderer.
- 7) Earnest Money Deposit of successful tenderer will be refunded after complete lifting of Eucalyptus Trees along with roots.
- 8) The successful tenderer shall uproot all the Eucalyptus trees and lift the same from the Campus within 15 days from the date of Sale Order failing which ground rent will be levied for the period after expiry of 15 days at the rate of 1% per week or part thereof on the value of the uncleared portion of trees upto another 7 days calendar days computed from the day following the expiry of the said 22 calendar days allowed freely. If the trees are not removed even after 22 calendar days, the uncleared trees lapse to IIA and it will have the right to dispose of such trees in any manner they like and the buyer will have no right to any compensation. The money paid by the successful Tenderer will not be refunded for uncleared trees.
- 9) All payment except ground rent should be deposited to IIA, Bangalore by Demand Draft favouring the Director, IIA, Bangalore in the manner mentioned in Clause 2 above.
- 10) If the purchaser wish to take delivery of Eucalyptus trees purchased, through a representative, he must authorize the letter clearly with specimen signatures duly attested. IIA, however does not undertake any responsibility to the identity of the Representative and of wrong delivery.
- 11) The delivery of trees can be taken by the successful tenderer only on working days of the IIA, CREST Campus.

- 12) Form 39 will not be issued by IIA. The successful tenderer has to bring the Form 39 along with him as Eucalyptus are sold as “As is where is basis” at CREST Campus.
- 13) IIA will not be in any way responsible for failure to deliver the materials due to causes beyond their control such as Strikes, Cessation of labourers, shortened hours of labourers, acts of God or any cause or contingency whatsoever. The purchaser shall not be entitled to cancel the Contract and the period of delivery shall automatically be extended accordingly.
- 14) The successful tenderer shall be solely responsible for the movement and proper behaviour of their deputies/agents/servants while uprooting the trees and taking delivery within CREST Campus.
- 15) The IIA will not at any time be responsible for any injuries caused due to accident within the premises or at the place of work and the tenderer will make proper arrangements for medical attention and treatment to his labourers.
- 16) The tenderer will be solely responsible for any claims arising out of the employment injuries or otherwise in the course of employment under any statute. It is the responsibility of the Tenderer to provide necessary safety appliances to the labourers who engaged for uprooting and loading of Eucalyptus trees.
- 17) If the tenderer causes any damages to the property of the IIA during his work then the loss incurred claimed by IIA is to be made good by the respective Tenderer.

:: 5 ::

- 18) The Tenderer or their representative / agents indulges in any misbehaviour, malpractice and removal of unauthorized materials, IIA will forfeit EMD and all other amounts. No further materials will be released. IIA will also take other actions such as black listing the Tenderer and prohibit of such representatives.
  
- 19) In the event of disputes or doubts of differences of opinion arising at the time of payments or while collecting the trees, the Tenderer shall agree and abide by the decision of the officers / supervisors of IIA CREST Campus/ IIA Bangalore on duty.
  
- 20) Any disputes arising out of this contract will be settled as per the Indian Laws in the Courts having jurisdiction at Bangalore city.
  
- 21) IIA reserves the right either to accept or reject any Tender or to postpone or cancel the tender or to reject the highest offer and prefer any other offer at its full discretion without assigning any reason whatsoever which is final in the matter and binding on all parties to the Tenders.

\*\*\*\*\*