



**PURCHASE & STORES SECTION**  
**INDIAN VETERINARY RESEARCH INSTITUTE**  
**IZATNAGAR-243 122, U.P. (INDIA)**  
Phone No.0581-2310392, Fax No.0581-2303284  
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Tender Enquiry No.F.23-1/2011-12/P&S

Date:

To

Dear Sir,

We have a requirement of the goods & services as indicated below, tender for which will be opened at **11:30 A.M. on 07.10.2011** and you are invited to submit your most competitive quotation for the same. All the relevant details are given below.

- (i) Description and the quantity of the goods required: (As per Annexure-I)  
(ii) Guiding specification and other technical details: (As per Annexure-II)  
(iii) Terms of delivery: Delivery at **I.V.R.I., Izatnagar (U.P.)**  
(iv) Delivery period for goods: **As specified in Annexure-II**  
(v) Installation/commissioning: NA  
(vi) Terms of Inspection by the purchaser's representative : **By Pandal committee**  
(vii) Training of purchaser's operator(s) for operating the goods ordered, as and if necessary:

**(viii) Price structure:**

(a) The tender shall quote for the complete requirement of goods & services and for the full quantity as shown against a serial number in the list of requirements in Annexure-I. Unless otherwise specified in Annexure-I, the tenderers are, however, free not to quote against all the serial numbers in the List of Requirements (in case there are more than one serial number in the List of Requirements).

(b) The rates and prices quoted shall be in Indian Rupees only.

(c) All duties, taxes and levies payable by the supplier under the contract shall be included in the quoted price. The purchaser will not pay any such duties, taxes and levies separately.

(d) The rates and prices quoted by you shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including statutory variations, if any.

**(ix) Receipt of goods & Terms of payment:**

On receiving the goods at site, the purchaser, through Indenting Officer, will verify the quality and quantity of the items supplied. The paying authority will release the full payment to the supplier as due in terms of the contract, after the receipt of supplier's invoice, purchaser's receipt certificate and other accompanying documents like installation certificate (if required). Payment for training of purchaser's operator(s), if applicable, will be released to the supplier firm in terms of the contract.

**(x) Paying Authority: THE DIRECTOR, I.V.R.I., IZATNAGAR**

**(xi) Liquidated Damage Clause:**

If the supplier fails to deliver the goods and/or perform the services within deed line specified in Annexure-II period for reasons other than circumstances beyond supplier's control (which will be informed by the supplier in writing and agreed to by) Security deposit shall be forfeited and work could be assigned to any other party, at risk & cost of your firm.

The purchaser's letter (to the supplier, with copies endorsed to others concerned) extending the delivery period will be subject to the above conditions.

**(xii) Warranty Clause: As applicable:**

**(xiii) Dispute Resolution Mechanism:**

If any dispute or difference arises between the purchaser and the supplier relating to any matter connected and, if the parties fail to resolve the dispute or difference by mutual discussion within 30 days, either the purchaser or the supplier may give notice to the other party of its intention to refer the same to arbitration which shall be conducted by a sole arbitrator, appointed by the Secretary, ICAR through a procedure as per the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be the place from where the contract is issued.

2. **You are also required to fulfill the following conditions and furnish the details as indicated in subsequent paragraphs.**
  - a. At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25%, the quantity of goods & services as specified in the List of Requirements, without any change in the unit price or other terms & conditions.
  - b. Please furnish a certified copy of your latest ITCC (Income Tax Clearance Certificate).
  - c. Please indicate and furnish relevant details if you are currently registered with any Govt. organization.
  - d. Please state whether business dealings with you presently stand banned by any government organization and if so, furnish relevant details.
  - e. A supplier shall not submit more than one quotation for the same set of goods.
  - f. The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the goods or any part thereof, with respect to the goods quoted by the supplier in its offer.
  - g. The quotations/contract/correspondences and other documents including future correspondences pertaining to the quotations and the contract, shall be written in English language. However, these communications and documents may also be submitted in Hindi language if the same is accompanied by an English translation, in which case the English translation shall govern, for the purpose of interpretation of the quotation.
  - h. The contract shall be governed and interpreted by the laws of India.
  - i. **The quotation/offer shall remain valid for acceptance for a period not less than 90 days after the specified date of opening of the offers.**
3. The quotation shall be sealed in an envelope, addressed to the purchaser and marked with the tender enquiry No. and the words "DO NOT OPEN BEFORE 11:30 A.M. and 07.10.2011 (\*the time and date of opening of the tenders). This envelope should then be put inside another envelop, which will also be duly sealed. The outer envelope will bear the full address of the purchaser. The supplier must ensure that its tender(i.e. quotation), duly sealed as above, reaches the purchaser at least one hour before the time and date of opening of tenders.
4. The tender, which are received late or incomplete will be ignored. Further, the purchaser does not accept any liability and responsibility for the tenders in case the same are not properly sealed and marked and/or sent as above.
5. **The tenders, which are received on time (as per para 3 above), will be opened at purchaser's office at 11:00 A.M. on 07.10.2011. The purchaser will open the tenders in the presence of the tenderer's duly authorized representatives, who choose to attend the tender opening.**
6. Notwithstanding the above, the purchaser reserves the right to accept or reject any quotation or annual the tendering process and reject all quotations at any time prior to awards of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderers.
7. **Please submit your quotation(sign all the papers) as per format given in Annexure-III. You are also required to return this original tender enquiry (all the pages), as it is, duly signed by you on every page, for our record. You may retain a photocopy of this tender enquiry for your record.**
8. S.T./C.S.T. may please be mentioned in the quotation.

**Encl.: Annexures I,II and III**

**(Signatures of the Purchase)**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.0581-2310392  
Tele Fax No. : 05812310392