



माधुआण-केन्द्रीय बकरी अनुसन्धान संस्थान
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F. No. 5-6(1)/CP&C/2015

Date 22nd Feb., 2017

To.

Subject: Limited e-tender enquiry for the supply of Ferric Mycobactin J – reg.

Dear Sir.

We have a requirement for fabrication of for the supply of Mycobactin J as indicated below. e-tender for which will be opened **at 12.00 NOON on 16.03.2017** 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) Terms of delivery: Delivery at **Goat Health Division, CIRG, Makhdoom.**
- (iii) Delivery period for goods: Materials should be delivered within four weeks of order
- (iv) Installation commissioning: NA
- (v) Terms of Inspection by the purchaser's representative (if required): NA
- (vi) Training of purchaser's operator(s) for operating the goods ordered. as and if necessary:
- (vii) **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 other wise 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 rate 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.
- (viii) **Receipt of goods & Terms of payment:**
On receiving the goods at site, Head, Goat Health Division 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.
- (ix) **Paying Authority: The DIRECTOR, CIRG, Makhdoom.**
- (x) **Liquidated Damage Clause:**
If the supplier fails to deliver the goods and or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier's control (which will be informed by the supplier in writing and agreed to by) and purchaser extends the delivery period, the purchaser will also deduct form the contract price, as liquidated damages, a sum equivalent to 0.5% (half per cent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery of performance. The maximum limit of such deduction will however, be 10% of the contract performance.

Further, during such delayed period of supply and or performance, the supplier shall not be entitled to any increase in price and cost, whatsoever, on any ground. However, the purchaser shall be entitled to be benefit of any decrease in price on any ground, whatsoever, of the goods & services, supplied during the period of delay. The purchaser's letter (to the supplier, with copies endorsed to others concerned extending the delivery period will be subject to the above conditions.

(vi) **Warranty Clause: N.A.**

(vii) **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 dealing 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 of 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.
(i) **e- tenders, which are received on time (as per para 3 above), will be opened online at purchaser's office at 12.00 NOON on 16.03.2017. The purchaser will open the e-tenders in the presence of the tenderer's duly authorized representatives, who choose to attend the e-tender opening.**

(ii) Notwithstanding the above, the purchaser reserves the right to accept or reject any quotation or annual the e-tendering process and reject all quotation 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.

(iii) S.T. C.S.T may please be mentioned in the quotation.
Encl: Annexure I, II and III.


ASSTT. ADMN. OFFICER

Copy to

✓ Sh. Satish Chandra, Nodel Officer through I/c AKM Unit with the request to upload tender enquiry on Institute website and eprocure.gov.in.