To

Dear Sir,

We have a requirement of the goods & services as indicated below, tender for which will be opened at 3.00 p.m. on 18.10.2016 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)


(IV) Delivery period for goods: Materials should be delivered within two weeks after issuing the purchase order

(V) Installation/commissioning: Yes

(VI) Terms of inspection by the purchaser’s representative (if required): Yes

(VII) Training of purchaser’s operator(s) for operating the goods ordered, as and if necessary:

(VIII) Price structure:

(a) The tenderer shall quote for the complete requirement of goods & service and for the full quantity as shown against a serial number in the list of requirement 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).

(X) Paying Authority: THE OSD, ICAR – IIAB, RANCHI

Contd....2
(XII) **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 the purchase extends the delivery period, the purchaser will also deduct from 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 price.

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 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.

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

**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 of 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 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 & service 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 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 180 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 3.00P.M. ~ 18-10-2016 (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 tender 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 office at 3.00 P.M. on 18.10.2016. 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 all the 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.

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. Tin No. /S.T. /C.S.T. No. may please be mentioned in the quotation and a Xerox copy may also be attached.

9. A copy of PAN & Trade Tax must be enclosed with the quotation.

Encl.: Annexures I,II and III

[Signature]
Assistant Administrative Officer
ICAR – Indian Institute of Agricultural Biotechnology (IIAB)
Ranchi
**LIST OF REQUIREMENT**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Full description and specification of the item</th>
<th>Quantity</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>01.</td>
<td>DDR4 RAM, 32 GB ECC Registered, 2133 MHz, should support Fujitsu workstation Celsius R940</td>
<td>08</td>
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**EMD:** 2% of the gross value of item quoted in the form of BG/FDR/DD in favour of “OSD ICAR-IIAB” will be submitted mandatorily along with Quotation/Tender documents.

**Performance Guarantee:** 10% of the gross value of the equipment shall be deposited in the form of BG/FDR in favour of “OSD, ICAR-IIAB, Ranchi” before execution of the order.

**Special instruction if any.................................................................**
SPECIFICATIONS & OTHER TECHNICAL DETAILS OF THE ITEM AND SERVICES  
(SHOWN IN ANNEXURE – I)

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FORMAT OF PRICE QUOTATION

<table>
<thead>
<tr>
<th>Serial No.</th>
<th>Description Goods and allied services</th>
<th>Specifications</th>
<th>Accounting Unit</th>
<th>Quantity</th>
<th>Quoted Unit Price in Rs.</th>
<th>Total amount Rs.</th>
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Grand Total Cost: Rs__________________________

We agree to supply the above goods and allied services. We confirm that the same will meet the description, specification and other technical details as required in the tender enquiry.

We confirm that we agree to all other terms & conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision.

We have furnished all the information, as required in the tender enquiry and attached the relevant documents.

*(In case a tenderer desires to put some additional/modified stipulations, terms and conditions etc. The same may be clearly indicated).*

We confirm that our offer will remain valid for acceptance for ___________ days after the date of opening of tenders.

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

(Signature, name and designation of the authorized executive of the tendering firm)

For and on behalf of.............................

(Name and address of the tendering firm)

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

(Seal of the tendering firm)

Date:

Place: