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2. CHECK LIST

BIDDER TO FILL IN THE CHECK LIST GIVEN BELOW
(State YES / NO for each item)

Sl. No.	Description	YES / NO
1.	Whether the Technical Bid (envelope A) and Price Bid (Envelop B) are submitted in separate covers and both the covers enclosed in a common envelop.	
2.	Whether Technical Bid (Envelope A) Contains:	
	a) Tender Fee Amount	
	b) Earnest Money Deposit (EMD) amount Rs. 5000/-	
	c) Pre-Qualification details as laid down in the Tender under Eligibility Criteria	
	d) Technical Bid in the Original Tender document and other supportive documents including leaflets / pamphlets.	
	e) Filled up and signed Technical Specification statement viz., Annexure-I	
	f) Technical specification Statement – Annexure-II	
	g) Letter of Authorization for signing the Tender document viz., Annexure-IV, if any.	
	h) Audited Annual reports	
3.	Whether Envelope-B contains: Filled up and signed Price Bid documents, viz., Annexure-III.	

NOTE: Please ensure all the relevant boxes are marked **YES / NO** against each column.

IMPORTANT NOTE: Tenderers must ensure that all the required documents indicated in the Tender documents are submitted without fail. Tenders received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

3. **SALIENT FEATURES OF THE QUOTATION**

Purchase of BOD Incubator		
1.	Quotation inviting Authority Designation and Address	The Director, Directorate of Sorghum Research, Rajendra Nagar, Hyderabad – 500 030 Website: http://www.sorghum.res.in/tender_page.html
2.	a) Name of the Equipment	Purchase of BOD Incubator
	b) Tender reference	1-654/2013-14/ST
	c) Place of contract	DSR, Rajendra Nagar, Hyderabad – 500 030, A.P.
	d) Contract Period/Validity period of Bids	90 Days
3.	Availability of Tender documents	Tender documents can be downloaded from http://www.sorghum.res.in/tender_page.html and submit the same along with DD.
4.	Tender Fee	Rs. 200.00 by DD in favour of “ICAR UNIT DSR, Hyderabad- 500 030” payable at Hyderabad from any Nationalised Bank.
5.	Earnest Money Deposit (EMD)	The Earnest Money deposit of Rs. 5000/-on payable by demand draft in favour of “ICAR UNIT DSR, Hyderabad – 500 030” payable at Hyderabad from any Nationalized Bank.
6.	Due Date, Time and Place of Submission of Tender	Up to 14:00 Hrs on 28/07/14 at the Address mentioned in (1)
7.	Date, Time and Place of Opening of Bidder's Profile-A	On 28/07/14 14:30 Hrs at the address mentioned in (1)
8.	Other important criteria specified by the Tender Inviting Authority:	
	<p>1. Eligibility Criteria:</p> <p>a) The firm should have at least 3 years experience in dealing / supply of Scientific Equipment on 28/07/14.</p> <p>b) The firm should be registered under Income Tax Act.</p> <p>c) The firm should be registered under VAT.</p>	

4. GENERAL INSTRUCTIONS:

4.1 The Tenderers are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Tenderer's risk and may result in the rejection of their bid. **Tenders received after due date and time shall be rejected.**

4.2 Clarifications in the Tender

- a) A prospective Tender requiring any clarification regarding the Tender may address the Tender Inviting Authority by letter or by Fax. DSR will respond in writing to any request for clarification in the Tender.
- b) The responses to the clarifications will also be notified on DSR's website

4.3 Amendments to the Tender

- a) DSR may amend the Tender Conditions up to 2 days prior to the time fixed for receipt of the tender.
- b) Amendment to the tender may be given in response to clarifications sought by prospective Tenderers solely at the discretion of DSR. Such amendments will be notified on DSR website.
- c) DSR at its discretion may or may not extend the due date and time for the submission of bids on account of amendments. Extension of time if any, will be notified on DSR website.
- d) All the Tenderers must periodically browse DSR website till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. DSR will not be responsible for any misinterpretation of the provisions of this tender document on account of the Tenderer's failure to update the bid documents based on changes announced through the website.

4.4 The Tender should be addressed to

**The Director,
Directorate of Sorghum Research,
Rajendra Nagar,
HYDERABAD – 500 030.**

4.5 Any offer made in response to this tender when accepted by DSR will constitute a contract between the party (ies).

4.6 The supplier shall not be entitled to any increase in the rates or any other right or claim whatsoever by any reason or any representation, explanation or statement or alleged representation, promises or guarantee given or alleged to have been given to him by any person of the DSR.

4.7 DSR reserves the right to forfeit the EMD of bidders on account of (i) premature withdrawal from the bid.

4.8 The agency shall not transfer or assign sub-contract to any other party.

- 4.9** **Corrections**, if any, must be **attested**. All amounts shall be indicated both **in words as well as in figures**. Where there is difference between the amount quoted in words and figures, amount quoted in words shall prevail. Cutting and canvassing and use of whitener are not allowed.
- 4.10** The price should be quoted only in Indian Rupees.
- 4.11** The tenderer shall also provide CST certificate in case the tenderer claims CST.
- 4.12** **Corrupt or Fraudulent Practices** : Bidders should observe the highest standard of ethics during the procurement and execution of such contracts.

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution, and

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

DSR will reject personnel for award if it is found that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

5. ELIGIBILITY CRITERIA

The Tenderers should meet the following Eligibility Criteria for quoting the tender and the proof for the Eligibility should be provided in the Technical Bid.

Sl. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility	Page No. (s)
1.	The firm should have at least 3 years experience in dealing/supplying such items as on 28/07/14.	Documents to prove that the company/firm has supplied such in their business for 3 years.	
2.	In case the dealer/Agent is quoting on behalf of the Company/Manufacturer, the experience and turnover of the manufacturer will be taken into consideration.	Copy of Annual Accounts Certified by CA or self attested.	
3.	The firm should be income tax assessee at least for a period of three years.	Self attested copies of Income tax returns for three years and PAN Card of the firm should be enclosed.	
4.	The firm should be registered under VAT.	Self attested copy of the certificate.	
5.	Earnest Money Deposit	The tenderer should enclose demand draft drawn from any nationalized bank for an amount of Rs.5000/- as DD drawn in favour of "ICAR UNIT, DSR, Hyderabad", payable at Hyderabad	

6. SCOPE OF THE WORK

1. To supply quality products which substantially match the specifications laid down by DSR. The specifications of BOD Incubator offered shall be mentioned in the comparative statement vide Annexure – II.
2. Items shall be opened by the representative of the firm in the presence of DSR Officer; if any damage is found or parts are broken, replacement should be supplied by the firm.
3. Director, DSR reserves the right to reject any or all the quotations received without assigning any reason whatsoever.

7. Terms of Supply:

- 7.1 The firm should supply the goods / equipment within **Four to Five Weeks** from the date of the purchases order.

8. Price Bid Validity:

- 8.1 **Bids shall remain valid for a period of 90 days after the last date for bid submission.** However, the purchaser reserves the right to seek consent for an extension of the period of validity.

8.2. TENDER COST AND EMD

- a) The Tender document can be download from DSR website (**A DD for Rs.200/- in favour of ICAR Unit, DSR should be Enclosed as tender cost along with Technical Bid**).
- (b) An EMD for Rs. 5000/-as DD drawn in favour of "ICAR UNIT, DSR" payable at Hyderabad should be submitted along with technical bid.
 - i) "The EMD amount of the unsuccessful Tenderers will be returned after the acceptance of the successful Tenders within a reasonable time.
 - ii) The EMD amount held by DSR till it is returned to the unsuccessful Tenderers will not earn any interest thereof.
 - iii) The EMD amount of Successful Tenderers shall be adjusted as part of the Security Deposit (SD) due for successful execution of the contract.
 - iv) Tenders **without tender document fee** and EMD amount will be **rejected** by DSR as non-responsive.

- v) The EMD amount shall be forfeited:
 - a) If a Tenderer withdraws the tender during the period of tender validity specified in the tender (or) in the case of the Successful Tenderers, if the Tenderer fails to sign the contract or to remit Security Deposit.

8.3. Cost of Bidding

The Tenderer shall bear all costs associated with the preparation and submission of its tender and the buyer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

8.4 RATES AND PRICES

- a. Bidders should quote the rates in the format given Price Bid Annexure –III. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over writings or use of whitener is permissible. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of EMD.
- b. **Prices quoted should be for FREE DELIVERY at DSR, Rajendranagar, Hyd.-30.**
- c. The percentage of sales Tax/VAT, surcharge, if applicable and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no claim on these accounts would be admissible later.
- d. Sales tax /VAT should be indicated clearly.

9. SUBMISSION OF TENDER

Submission of Tender: Two-cover system will be followed:

General Instructions: The Tender proposes two stage tender system viz. **(1) Technical Bid** and **(2) Price Bid**. The first stage enables the buyer to know whether the Tenderer is technically competent and capable of executing the order. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Price Bid. The Price Bids of Tenderers who failed in the first stage will not be opened.

- 9.1 The bids should be submitted in two envelopes viz.

Envelope-A: Technical Bid Bidder Profile / PART – A (Annexure I)

Envelope-B: Price Bid/Price Bids / PART – B (Annexure III)

(A) **Details to be furnished in the Envelope-A Technical Bid:**

- i) Demand Draft's for tender document fee and EMD.
- ii) Profile of the Company – stating whether the firm is partnership/registered under the Companies Act along with its necessary enclosures
- iii) Authorization letter (as per Annexure IV) from the Competent Authority of the Company to sign this Tender document, wherever necessary. Documents received without such authorization will not be considered for further processing. This is not applicable if the proprietor signs himself as competent authority.
- iv) The Tenderers should furnish the location with addresses and license details of the firm.
- v) The Tenderers shall furnish as part of the bid, documents establishing the Tenderers eligibility to bid and its qualifications to perform the Contract if their tender is accepted. The documentary evidence of the Tenderer's qualifications shall be established to the satisfaction of DSR. However, the decision of Director, DSR will be final in this regard.

(B) **Details to be furnished in the Envelope-B i.e., Price Bid**

Firm Prices must be quoted only in the Price Bid Form (Please see the “**PART-B-PRICE BID – ANNEXURE III**)”.

The prices quoted should be both in figures and words. If there are any variations between the figures and words, price quoted in words only will be considered.

10. Mode of Submission:

- a) Both the Envelopes viz. **Envelope-A** and **Envelope-B** must be put in a single cover, sealed and must be super scribed “**BOD Incubator**”. It shall be addressed to The Director, DSR, Rajendranagar, Hyderabad – 500 030. A.P.
- b) The Tender may be dropped in the Tender box kept at DSR office before the due date and time.
- c) Alternatively, the Tenders must reach DSR on or before the due date and time by registered post/courier. DSR will not be liable or responsible for Postal/Courier delay, if any.
- d) The Tenders received after Due Date and Time or Unsealed or incomplete shape or Tenders submitted by Facsimiles (FAX) or by Electronic mail will be summarily **rejected**.
- e) A Tender once submitted shall not be permitted to be altered or amended.

11. Signing of Bids

- a) The bids shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. **Tenderers are requested to sign each and every page of the tender document including Annexure(s) attached thereto.**
- b) Any alterations shall be treated valid only if they are authenticated by full signature by the person or persons authorized to sign the bid. **Tender documents should be free from over writing.**

12. OPENING OF TENDERS

12.1 Tender Opening:

- a) Tenders will be opened at the prescribed date and time in the presence of Tenderers or their representatives who choose to be present. The representatives of Tenderers must bring the authorized letter from the bidding companies for attending the Tender opening. Only One representative for each Tenderer would be allowed to take part during the bid opening process.
- b) **Envelope-A** containing Technical Bid would be opened first. Eligibility Criteria such as payment of EMD and tender document fee and compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.
- c) Only the Technical Bid will be opened on the due date.
- d) The date, time and venue of opening the Price Bid will be intimated separately. The price bids will be opened at the appointed time in the presence of bidders. Intimation for opening of price bid will be conveyed to all the technically successful bidders well in advance.
- e) Tenders non compliant with any of the tender terms will **not** be considered for the next stage i.e. for opening of the Price Bid.

13. TENDER EVALUATION CRITERIA:

The evaluation of Tenders will be done by DSR as detailed below:

13.1. Technical Bid evaluation :

Tenderers will be eligible for further processing only if they fulfill the following criteria

- a) Payment of Tender Fee
- b) Payment of EMD.
- c) Compliance with the eligibility Criteria.
- d) Compliance with Technical and capacity requirements.
- e) The literature/pamphlets with specifications of the equipment quoted should be supplied along with the technical bid.

- f) A table comparing the DSR specification and with that of the firm's specification and remarks as per the enclosed Annexure-II.

DSR will prepare a list of Tenderers whose bids are substantially responsive with the technical and capacity requirements as given in Tender form. The Tenderers who do not match eligibility criteria or which do not confirm to the Technical Specifications shall be rejected. The Eligible Tenderers alone will be considered for further evaluation.

13.2 PRICE BID EVALUATION:

Opening of Envelope-B Price Bid:

Tenderers who are qualified in Technical Bid (Envelope-A) only will be called for Price Bid opening. The technically qualified Tenderers alone will be informed about the date and time of opening of the Price Bid and their Price Bids alone will be opened on the due date and time (will be informed later) in the presence of the Tenderers or their authorized representatives who choose to be present. The contract will be entrusted to the Tenderer, whose bid has been determined as L1. In case the lowest Tenderer fails to execute the contract, DSR will have right to consider 2nd lowest or subsequent quotation or reject/cancel the tender without assigning any reason thereof. The decision of DSR will be final in this regard.

14. ACCEPTANCE OF TENDER

- a) The final acceptance of the Tender is entirely vested with DSR which reserves the right to accept or reject any or all of the Tenders in full or in part.
- b) After acceptance of the Tender by DSR, the Tenderer shall have no right to withdraw his Tender and **Prices payable to the Supplier as stated in the Contract shall be firm and not subject to any adjustment during performance of the Contract.**
- c) The Tender accepting authority may also reject all the Tenders for reasons such as changes in the scope of work, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.
- d) After acceptance of the Tender, DSR would issue Letter of Acceptance (LOA)/award the purchase order only to the Successful Tenderer. The letter of acceptance will include the details along with terms and conditions of the tender.

15. PAYMENT OF SECURITY DEPOSIT (SD):

- a) The Successful Tenderers will be required to remit the Security Deposit equivalent of 10% of the contract value. Since the Rs. 5000/- amount will be adjusted towards the Security Deposit to be paid, the successful Tenderer shall remit the balance Security Deposit amount due. The SD should be paid by way of Demand Draft payable in favour of ICAR UNIT, DSR payable at Hyderabad.

- b) In case, the Successful Tenderer pays the Security Deposit by way of Demand Draft, the Security Deposit will be released to the successful Tenderer only after 60 days of successful after the date of completion of the contractual obligation by the supplier including warranty obligation. The Security Deposit held by DSR till it is released to the successful Tenderer will not earn any interest thereof.

16. Terms of Payment:

Payment will be released electronically within 30 days after supply of the Goods / Equipment and issue of final certificate by the officer to that effect. The firm will have to submit Bank Details such as RTGS, NEFT, Branch details etc.

The Supplier/firm should submit the invoice in triplicate. The invoice should contain the Sales Tax/VAT registration number and there should not be any overwriting/cuttings/corrections. An advance stamped receipt should be enclosed along with invoice.

17. FORCE MAJEURE CONDITIONS

If at times during the continuance of the Agreement/Contract, it becomes impossible by reason of war or war-like operations, epidemics, pestilence, earthquake, fire, storm or floods, the firm shall during the continuance of such contingencies not be bound to execute the contract as per the agreement/contract. The supply shall be resumed immediately after the contingency/cies has / have ceased or otherwise determined and the Successful Bidder's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The Successful Tenderer shall however inform the DSR by registered post/fax immediately and end of the above causes of delay within 10 (ten) days of occurrence and cessation of such Force Majeure conditions.

In the event of delay lasting over one month, if arising out of cause of Force Majeure, the DSR reserves the right to cancel the contract without any compensation.

Only events of Force Majeure which affects the order progressing at the time of its occurrence shall be taken into cognizance. The DSR shall not be liable to pay extra costs due to delayed supplies made under Force Majeure.

18. DISPUTES AND ARBITRATION

a) All matters relating to any dispute which may arise during the execution of the contract shall be referred to Arbitration of an Arbitrator to be mutually agreed upon between the parties. In the case of failure, the dispute shall be referred to the Award of two Arbitrators, one to be appointed by Contractor and the other by DSR. The two Arbitrators shall appoint an Umpire in advance of their consideration of any point of dispute. The decision of the Arbitrator in the case of former and that of the Umpire in the case of latter shall be final and conclusive and binding on both the parties. The provisions of the Indian Arbitration Act, 1996 and the Rules made there-under and any statutory modification thereof shall be deemed to form a part of contract.

b) The venue of such Arbitration shall be at Hyderabad only. Arbitration suits or any other claims filed in any Court of Law outside Hyderabad City will not be binding on DSR.

19. JURISDICTION

Subject to the above Clause, it is hereby agreed that Hyderabad City have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this contract agreement. The contract shall be governed by the Laws of Union of India/Government of Andhra Pradesh in force.

20. Service of Notice:

Any notice hereunder may be served on the Successful Tenderer by Registered Post at his last known address. Proof of issue of any such notice should be conclusive of the Successful Tenderer having been duly informed.

PART -A
Bidder's Profile

Supply of Stationery / Other Consumables:

<p>THE FIRM (a)Name (b)Regd. Address (c)Address for correspondence (d)Contact Person's i) Name & Designation ii) Address iii) Tel. No. Landline & mobile iv) Email ID</p>	
2. Type of Firm	Solo proprietor/Private Ltd/ Partnership/ co operative / Public Co. (Pl. tick and enclose copy of Memorandum/Articles of Association/ Certificates of Incorporation)
3. PAN/GIR NO. (please enclose photocopy)	
4. Sales Tax/VAT registration No. (please enclose photocopy)	
5. Technical specifications supported by printed literature of the manufacturer, giving all the details of conformity and non conformity if any. Additional features if any with support. *	
6. Tender Fee:	DD NO. Dt. Amount of Rs. 200.00
7. Earnest Money Deposit details	DD NO. Dt. Amount of Rs. 5000/-

* Detailed information in the form of printed brochures, catalogue, forms and formats and certificates is annexed.

Signature of authorized signatory
 Name: _____
 Designation: _____
 Seal: _____

TECHNICAL SPECIFICATION FOR BOD INCUBATOR

Specification of the Equipment		Remarks
BOD Incubator Chambers made of double walls, the exterior made of sheet steel and the interior made up of stainless steel for simulation of temperature and humidity values above freezing. Body insulated with PUF. Microprocessor based control of temperature, humidity. Digital display with power failure, door open, temperature, humidity variation alarm. CFC free refrigeration	YES / NO	
<ul style="list-style-type: none"> • Internal Volume : 200 Ltrs. 	YES / NO	
<ul style="list-style-type: none"> • Temperature : $10 - 60^{\circ}\text{C} \pm 1^{\circ}\text{C}$ 	YES / NO	
<ul style="list-style-type: none"> • Relative Humidity : $40 - 85 \% \pm 3\%$ 	YES / NO	
<ul style="list-style-type: none"> • Shelves : 2-3 modular, adjustable made of Stainless Steel 	YES / NO YES / NO	
<ul style="list-style-type: none"> • Chamber Illuminated with 10 W fluorescent lights 	YES / NO	
<ul style="list-style-type: none"> • Suitable voltage stabilizer (ISI) to be provided with output of 220-240 Volts. 	YES / NO	
<ul style="list-style-type: none"> • The supplier is bound to install the equipment to the satisfaction of indentor 	YES / NO	

PRICE BID – PART-II

Name of the item :

Sl. No.	Item Description	Quantity	Price Rs.	Sales Tax/VAT	TOTAL Amount (Rs.)
	ENCLOSED				

Note: 1) Items should be delivered at DSR.

- 1) Sales tax/VAT should be indicated clearly.
- 2) Prices should be quoted only in Indian rupees.

We are herewith undertaking that the details provided above are true and to abide by the terms and conditions contained in the bid document of DSR.

Signature of authorised official
(With seal and stamp)

Name: _____
Designation: _____

FORMAT FOR AUTHORISATION LETTER

To

The Director,
Directorate of Sorghum Research,
Rajendranagar,
HYDERABAD – 500030.
Andhra Pradesh.

Sir,

We hereby authorize _____ to submit a Bid and subsequently participate and sign the contract submitted against the Ref.: _____ . We hereby accept his decision taken, if any, in this regard.

(Signature for and on behalf of the Company)

Place:

Date:



ज्वार अनुसंधान निदेशालय

DIRECTORATE OF SORGHUM RESEARCH

(भारतीय कृषि अनुसंधान परिषद/Indian Council of Agricultural Research)

राजेन्द्रनगर, हैदराबाद/Rajendranagar, Hyderabad-500030

Phone: 24015349, 24018651, Fax no.24016378



NOTICE INVITING SEALED TENDER FOR BOD Incubator

F.No.1-654/13-14/ST

Date 03-07-2014

Sealed Tenders are invited for BOD Incubator .

Sl.No.	Description	Quantity	EMD
	BOD Incubator	1	5000/-

Interested bidders may download the prescribed tender document with complete details of the requirements and general terms & conditions from DSR website. Tender documents will not be sold at DSR office. The tender should be submitted along with EMD of Rs.5000/- as indicated above and Tender Fee of Rs. 200/- in the form of separate Demand Draft in favour of "ICAR, UNIT, DSR, HYD" payable at Hyderabad. Tenders without EMD and Tender Fee will not be considered.

The EMD to unsuccessful bidders will be returned soon after the finalization of tender, whereas the successful bidders EMD will be returned subject to furnishing Performance Security. In the event failure to submit your acceptance after your rates are finalized and purchase order issued, the amount of security deposit will be forfeited. No interest will be paid by the DSR on EMD / Tender Fee Performance Security Deposit for the period of retention in the DSR.

Last date of submission of Tender	14:00 Hrs. on 28-07-2014.
Opening of Tenders	14:30 Hrs. on 28-07-2014.
Venue of Opening	1st Floor Seminar Hall – II, DSR.

Tender to remain open for acceptance up to 90 days from the date of opening. Late submission of tenders shall not be entertained at any cost after specified date & time as indicated. In the event of the date specified for tender receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of tenders and opening of tenders will be the following working day at the specified times.

The Director, DSR reserves the right to accept or reject any or all the tenders. Decision of the Director will be final and legally binding. All disputes will be subject to Hyderabad Jurisdiction only.

(Saroj Kumar Singh)
Administrative Officer
DSR