

**भारत सरकार**  
**GOVERNMENT OF INDIA**  
**CENTRAL RESEARCH INSTITUTE, KASALI(HP)-173204**  
केन्द्रीय अनुसंधान संस्थान, कसौली(हि०प्र०)-173204

दूरभाष /Tel No:01792-272995,272114  
फैक्स /Fax No:01792-272483,272016

संख्या/No. II-1/Dry Grass/19-20/st  
केन्द्रीय अनुसंधान संस्थान, कसौली (हि०प्र०)  
CENTRAL RESEARCH INSTITUTE,  
KASALI (HP). Dated: 14-01-2019

**TENDER NOTICE**

Sealed tenders are hereby invited by the Director, Central Research Institute, Kasali, Distt. Solan(H.P.) on behalf of the President of India, upto **2:00PM on 12.2.2019** for the supply of under mentioned articles to this Institute during the year 2019-20.

Sl.No.	Name of Article/Item	Approx. quantity	Earnest Money
1.	Concentrate Feed (Horse Feed)	2500 qtls.	Rs.1,40,000/=
2.	Dry Grass	4262 qtls.	Rs.1,45,000/=
3.	High Speed Diesel (HSD)	120000 ltrs.	Rs.1,50,000/=

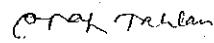
Prescribed Tender documents for above items can be obtained free of cost during any working day from the office of undersigned. Tender Documents can also be downloaded from the website of the institute [www.crikasauli.nic.in](http://www.crikasauli.nic.in) or from Central Public Procurement Portal (CPPP) of Government of India [www.eprocure.gov.in](http://www.eprocure.gov.in). Tenders will be opened on 12.2.2019 at 2:30PM in presence of intending tenderer(s) or their authorized representative(s) who may wish to be present at that time.

Each tender must be accompanied by (1) one complete copy of the above mentioned tender documents duly signed by the tenderer on each page as a token of acceptance of the prescribed terms and conditions and (2) FDR for the prescribed amount of Earnest Money issued by any scheduled bank in India pledged in favour of Director, Central Research Institute, Kasali, failing which the tender shall be liable to rejection. Cheque/Demand Draft will not be accepted.

In case the date of receiving and opening of tenders mentioned above falls on holiday in the institute, the date for receiving and opening the tender shall automatically be extended to the next working day, time and place remaining unaltered.

Tender received after the prescribed date and time will not be considered.

The competent authority reserves the right to accept or reject the tenders received without assigning any reason thereof.

  
(Dr. Ajay Kumar Tahlan)  
Director

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संख्या/No: II-1/Roy Grass/19-20/st  
केन्द्रीय अनुसंधान संस्थान, कसौली (हि0प्र0)  
CENTRAL RESEARCH INSTITUTE,  
KASALI (HP). दिनांक : 14-01-2019

निविदा सूचना

निदेशक केन्द्रीय अनुसंधान संस्थान, कसौली, जिला सोलन (हि0प्र0), भारत सरकार के राष्ट्रपति की ओर से वर्ष 2019-20 के दौरान निम्ननिर्दिष्ट वस्तुओं की खरीद हेतु दिनांक 12-02-2019 दोपहर 2:00 बजे तक मुहरबंद निविदायें आमंत्रित की जाती हैं।

क्रम संख्या	वस्तु का नाम	संभावित मात्रा	धरोहर राशि (रुपये में)
1.	घोड़ों का दाना (Concentrate/Horse Feed)	2500 क्विंटल	1,40,000/-
2	सूखा घास	4262 क्विंटल	1,45,000/=
3	हाई स्पीड डीजल	120000 क्विंटल	1,50,000/=

उपरोक्त निर्दिष्ट वर्गों से सम्बन्धित निविदा प्रलेखों (tender documents) को इस संस्थान से किसी भी कार्य दिवस पर अधोहस्ताक्षरी के कार्यालय से बिना किसी शुल्क के प्राप्त किया जा सकता है। निविदा प्रलेखों (tender documents) को इस संस्थान की बैबसाइट [www.crikasauli.nic.in](http://www.crikasauli.nic.in) से तथा भारत सरकार के केन्द्रीय सार्वजनिक खरीद पोर्टल (Central Public Procurement Portal) [www.eprocure.gov.in](http://www.eprocure.gov.in) से भी download किया जा सकता है। निविदायें दिनांक 12-02-2019 को दोपहर 2:30 बजे निविदाकर्ता अथवा उनके अधिकृत प्रतिनिधि, जो भी उस समय उपस्थित होना चाहें, के समक्ष खोली जायेंगी।

प्रत्येक निविदा के साथ (1) उपरोक्त निर्दिष्ट प्रलेखों की प्रति जिसके प्रत्येक पृष्ठ पर निर्धारित नियमों के स्वीकृति के प्रतीक के रूप में निविदा दाता द्वारा विधिवत हस्ताक्षर किये गये हों और (2) धरोहर राशि के रूप में निर्दिष्ट राशि, जो किसी भी अनुसूचित बैंक द्वारा जारी की गयी मांग जमा रसीद जो कि संस्थान के निदेशक के पक्ष में देय हो, अवश्य होनी चाहिए अन्यथा निविदायें अस्वीकृत की जा सकती हैं। चैक अथवा डिमाण्ड ड्राफ्ट स्वीकार नहीं किए जाएंगे।

निविदा खोलने की तिथि को इस संस्थान में अवकाश होने की स्थिति में निविदायें पहुंचने और खोलने की तिथि स्वतः ही अगले कार्य दिवस तक बढ़ा दी जायेगी। समय तथा स्थान में कोई परिवर्तन नहीं किया जायेगा।

किसी भी कारण निर्धारित समय और तिथि के पश्चात पहुंचने वाली निविदाओं और फैंक्स द्वारा भेजी गई निविदाओं पर विचार नहीं किया जायेगा और उन्हें सीधे ही अस्वीकृत कर दिया जायेगा।

सक्षम अधिकारी को बिना कोई कारण बताये निविदा को स्वीकृत अथवा अस्वीकृत करने का प्राधिकार प्राप्त है।

*Anar Tallan*  
(डा० अजय कुमार तहलान)  
निदेशक

**FORM FOR SUBMISSION OF TENDERS**

From :

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

( Name & full postal address  
 of the Tenderer)

To

The Director,  
 Central Research Institute, KASAUJI.  
Distt. SOLAN(HP)-173204.

Subject: **Tender for the supply of Dry Grass to Central Research Institute, Kasauli during the year 2019-20 (to be opened on 12.02.2019)**

With reference to your Tender Notice inviting captioned tenders. I/We hereby offer my/our rates for the supply of Equines(horses/mules) to your institute as under:

Name of Article	Rate per qtl. (in Figures)	Rate per qtl. (in words)
<b>DRY GRASS</b>		

Above quoted rates are for supply at C.R.I. Campus (Drumbar Estate & New Animal House).

Any other Tax/Charges : 1. ....  
 2. ....

- 1 I/we have gone through and understood the terms and conditions of tenders contracts prescribed in this regard and a copy of the same, duly signed by me/us on each page in token of my/our acceptance of all the prescribed terms and conditions, is enclosed as desired.
- 2 I/we agree that this tender shall remain operative till the end of validity period of tenders as prescribed in the terms and conditions of tenders and contracts, referred to above, and I/we undertake that I/we shall be bound by a communication of acceptance of this tender if and when it is dispatched to me/us with the said validity period.
- 3 The following documents are also sent herewith as per requirements of terms and conditions of tenders and contract.
  - i) FDR Receipt No..... date..... for **Rs.1,45,000/-** on account of Earnest Money.
  - ii) Statements, showing my/our movable property, immovable property, bank balances and postal accounts.
  - iii) A list of contracts undertaken by me/us in the past.

Yours faithfully,

Encl: As above

(Signature and address of the Tenderer)

- Note: 1 For submission of tenders, the tenderers can use their own printed letter-head form (alongwith purchased tender documents) also if they so desired, but its contents should be exactly on the above lines.
- 2 In case accepted tenderers fails to supply the material and to complete the contractual obligations in time, the next tenderer will be contacted for supply or as deemed fit by the Director as per tender and contract's terms & conditions

**GOVERNMENT OF INDIA**  
**CENTRAL RESEARCH INSTITUTE, KASALI-173204(HP)**

Tender documents containing (i) Detailed Tender Notice (ii) Terms & conditions of Tenders and Contracts for the supply of various articles to Central Research Institute, Kasauli, Himachal Pradesh during the year 2019-20.

**Part –I : Detailed Tender Notice**

Sealed Tenders are hereby invited by the Director, Central Research Institute, Kasauli on behalf of the President of India upto 2.00PM on 12.02.2019 for the supply of under mentioned articles to the Institute during the year 2019-20. Tenders received will be opened at the Institute at 2:30PM on the same date.

Name of Article	App. Requirement	Unit for quoting rate
Dry Grass	4262 qtls.	per qtl.

**Specifications and Important Notes:**

- 1 Dry grass should be from the latest harvest.
- 2 It should be edible & of good quality.
- 3 It should be cut after the flowering but before going to seed.
- 4 Moisture Content should be checked for each supply (Acceptance criteria : should be less than 16 percent).
- 5 Fiber content should be checked six monthly (Acceptance criteria : should not be more than 16 percent).
- 6 Total digestive nutrients (TDN) should be checked six monthly (Acceptance criteria : should not be more than 66 percent)
- 7 The colour should be greenish
- 8 It should be with pleasant smelling and leafy.
- 9 It should not be burnt.
- 10 It should not be mouldy or with fungus development.
- 11 It should not be weathered or discoloured,
- 12 It should be free from dirt, foreign material like pine needles, sticks, leaves of trees, weeds, pieces of wire, wood, nuts, stones and waste metal etc. The decision on quality to be assessed by Raw Material Inspection team comprising of representative from Animal Facility, Quality Control Division and Stores Section & shall be final and shall be abided by all concerned.

**Schedule of supply:**

1. Dry grass will have to supplied throughout the year. The supply of Dry Grass should be sufficient for next 15 days minimum and repeat supply to be made after 14 days. In case 14<sup>th</sup> day being holiday then supplies to be repeated on 13<sup>th</sup> from earlier supply.
2. The contractor shall be responsible for making all necessary arrangements for deliveries of the ordered quantities of Dry Grass at Drumbar Stables and New Animal House of CRI Kasauli in accordance with our supply orders.
3. In case of any shortfall in the supply of this item observed during a period of seven days, the Director of this institute holds the right to purchase this item from elsewhere without any notice to the contractor. The extra expenditure incurred by this institute on this account, if any, shall be chargeable to the contractor concerned.

**Note** : Quantity ordered may vary in accordance to animal strength in the institute.

Signatures of Tenderer/Contractor

**Part-II : Terms & Conditions of Tender and Contracts for the supply of various Articles to Central Research Institute, Kasauli, during the year 2019-20.**

**1. Introduction and location of the Institute**

Central Research Institute, Kasauli is an institution of the Government of India functioning under the Directorate General of Health Services and the Ministry of Health & Family Welfare, New Delhi. The Institute is located in Solan District of Himachal Pradesh (India). It is at a distance of 35 kms. from the nearest broad gauge railway station at Kalka (Northern Railway) and 13 kms. from the nearest narrow gauge Railway Station at Dharampur – Himachal Pradesh (Northern Railway) and is connected by metalled road with both the places. It is connected with Kalka by another metalled road also which is only 23kms. in length. Locally, the institute is situated at a distance of about 200 meters from the Bus stand and is connected by metalled road. Motor vehicles can ply upto the delivery points in the Manufacturing Wing and R&T Wing of the institute.

**2 Submission of Tenders**

**a) Method for submission of tenders**

Tenders should be submitted in duplicate and should be sent in thick sealed covers superscribed with the words "**TENDER FOR DRY GRASS**" in the left hand upper corner of the envelopes addressed to the Director, Central Research Institute, Kasauli. Distt. Solan (HP)-173204, India by designation and not to anybody – else by name or by designation. Tenders should be either sent by registered post or dropped into the Tender Box kept under the custody of Stores Officer of this institute for the purpose. Telegraphic tenders as also those tenders which are not submitted in the manner prescribed herein will not be taken for consideration in any cases.

**b) Grouping of various articles**

All articles have been placed under different groups and separate tenders should be submitted for different groups. The tender for a group should comprise all items mentioned in this group as the tender will be accepted or rejected for the group as a whole and not a part.

**c) Direction for quoting the rates**

(i) Incidental charges in respect of all articles should be F.O.R. destination i.e. delivery points in the Institute premises godown, and should be inclusive of all incidental charges, such as loading and un-loading charges, octroi charges, terminal taxes, other taxes and duties like Central/State Sales Tax, carriage upto the delivery points, insurance etc. that may have to be paid by the contractors on the supplies to be made to this institute. No taxes or incidental charges will be paid to the contractors in addition to the rates accepted by the competent authority.

**(ii) Goods & Service Tax (GST) :**

Goods & Service Tax at the prescribed rate will be paid to the contractors who are duly registered dealers in this regard. Contractors claiming the GST will have to indicate their GST Registration Numbers in their Bills and will also have to furnish the following certificate alongwith their bills otherwise payment of Sales Tax will not be allowed to them

"Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made thereunder and that the charges on account of GST on these goods are correct under the provisions of that Act or the rules made thereunder and that in case of supplies against regular contract the relevant contract includes a specific provision that GST is payable by the Government".

(i) **Packing Charges**

In case of goods which have to be supplied duly packed, the tenderers should include packing charges in their tendered rates as the packing materials will be retained by this institute and no additional charges on this account will be paid to the contractors.

d) **Units for quoting the rates**

Tenderers should quote the rates of articles strictly according to the units indicated in the Detailed Tender Notice e.g. per quintal, per kilogram, per set, etc. Rate shall be quoted exclusive of Tax and FOR destination. Tax, if any shall be quoted separately. Any erasing/overwriting shall be signed.

3. **Opening of Tenders**

Tenders must reach the Director of this institute not later than the time and date prescribed for the purpose. Tenders received in time will be opened at this institute at the time and date prescribed for this purpose and will be declared in the presence of tenderers or their representatives who may be present on the occasion, by the Director or any other officer deputed by him for the purpose who will initial and have the tenders received entered in a statement. Tenders received after the prescribed time and date for any reasons whatsoever will not be considered.

In case the date prescribed for the receiving and opening of tenders falls on a holiday in this institute, the date for receiving and opening the tenders shall automatically be extended to the next working day of this institute, time and place remaining un-altered.

4. **Validity period of Tenders**

Tenders once submitted must be valid for a period of 180 days from the date of opening thereof. The tenders will not be entitled to withdraw the tenders or to suggest any change therein within the aforesaid period. The tenders will however, be subject to negotiations at the direction of the competent authority. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

5. **Late bids**

Any bid received by purchaser after the deadline for submission of bids prescribed by the purchaser will be rejected and/or returned unopened to the bidder.

6. **Earnest Money**

a) **Furnishing of Earnest Money**

The tenderer must furnish, alongwith the tenders, Earnest Moneys as indicated in the detailed tender notices, in the form of **FDR only** issued by any scheduled Bank in India in favour of Director, Central Research Institute, Kasauli(HP) failing which the tenders will be liable to rejection. Cash amounts, Cheques and Bank Drafts, are not acceptable. In case the firm is participating in different items, the Earnest Money shall be submitted separately for each group.

b) **Forfeiture of Earnest Money**

- (i) Earnest Moneys of tenderers whose tenders are accepted by the Competent Authority within the period prescribed in Clause No.4 and who fail to execute the contract agreements within the periods mentioned in our letters conveying acceptance of his tender, will be liable to forfeiture by the Government. Besides this, the defaulting tender shall be liable to make good the losses, if any suffered by the Government as a result of their failure to take up the contracts within the prescribed period. The amount of losses so sustained by the Government will be recoverable from them as "Arrears of Land Revenue" if the same are not paid by the defaulting tenderer himself on demand.

- (ii) Earnest Moneys will also be liable to forfeiture by the Government if the samples of articles which needs sometime for manufacturing are not supplied by the tenderers concerned within the period and/or on the conditions laid down in Clause No.7 of these terms and conditions.

c) **Release of Earnest Money**

Subject to the provisions contained in Clause No.6(b), the Earnest Moneys received will be released to the tenderers concerned only after the tenders have been finalized and the contract agreements have been executed by the successful tenderers in the respective groups or on the expiry of the validity period of tenders prescribed in Clause No.4 of these terms and conditions whichever is earlier.

7 **Submission of samples of articles with tenders**

The vendor can be asked to supply a pilot sample before bulk supply and in that case bulk supply will follow subject to approval of pilot sample.

8 **Financial status and property of tenderers**

a) **Financial status of tenderers**

While selecting the tenders for acceptance, the financial status of the tenderers will be taken into consideration in additions to all other, relevant factors. The competent authority whose decision in this behalf will be final and conclusive) reserves to itself the right to reject any tender if in its opinion; the financial status of the tenderer concerned is not sound.

b) **Submission of property statements by tenderers**

The tenderer must furnish the following statements in duplicate, alongwith the tenders, otherwise the tenders should be liable to rejection:

- i) Statement of movable property
- ii) Statement of immovable property
- iii) Statement of Bank Balances and Postal Accounts &
- iv) Statement of contracts undertaken by them in the past

The successful tenderers will again be required to furnish the above mentioned statements duly attested by the competent Civil/military/Bank/Postal authority before or at the time of executing the contract agreements as may be demanded by this Institute.

9. **Acceptance of terms and conditions binding**

The terms and conditions prescribed herein are binding on the tenderers/contractors and they are not allowed to make any change in them. Tenders which propose any additions or alterations in these terms and conditions or do not fulfill these terms and conditions would be liable to rejection. A complete copy of these tender documents, duly signed by the tenderers on each page in token of their acceptance of these terms and conditions must, therefore, be attached to the tender otherwise the tender would be liable to rejection.

10 **Negotiation with tenderers**

After opening the tenders no post tender Negotiation will be conducted except in case of deals with the lowest tenderer as per the CVC instructions.

11 **Acceptance or rejection of tenders**

The right to accept the tenders will rest with the Director of this Institute, or any other competent authority, who does not bind himself/itself in any way to accept the lowest tenders and reserves to himself/itself the right to accept any tender or to reject any or all the tenders received by him/it without assigning any reason thereof.

12 **Communication of acceptance of tenders**

The successful tenderer will, normally, be informed of the acceptance of the tenders within a month of the opening of tenders or as soon thereafter as possible within the period prescribed

in Clause No.4 and they will be required to furnish the security deposits to execute the formal contract agreements and to furnish such other documents as are required from them in these terms and conditions, to the Director of this Institute within the periods indicated in the letters conveying the acceptance of their tenders.

13 **Security Deposits**

a) **Amount of Security Deposits**

To ensure satisfactory discharge of contractual obligations by the successful tenderer, they will be required to furnish to the Director of this Institute lump sum Security Deposits at the rate of 5% to 10% of contract values within prescribed time in token of acceptance of their tenders by the competent authority. The contract values will be worked out at the rates of articles which are accepted by the competent authority. The amount of Security Deposits will, however, be rounded of to the nearest thousand of rupees.

b) **Manner of furnishing Security Deposits**

The securities can be furnished either in the shape of FDR or in the form of Bank Guarantees. Bank Guarantees for appropriate amounts should be duly furnished by any scheduled bank in India on behalf of the tenderers concerned in favour of the Director, Central Research Institute, Kasauli(HP) and should be valid till the end of sixty days over and above the relevant contract period. The Bank Receipts or Bank Guarantee Deeds in original, as the case may be, must be delivered to this institute by the tenderers concerned with the period prescribed in this regard.

c) **Adjustment of losses from Security Deposits etc.**

The Director of this Institute will have the power to adjust from the contractor's security deposits, including other contracts taken or any other amounts lying with him to the contractor's credit on any account the loss sustained by the Institute due to the failure of the successful tenderer either to take up the contract within the prescribed period after acceptance of his tender or to perform the contract according to its terms and conditions after taking it up.

a) **Release of Security Deposits**

Subject to the provisions contained in Clause No.16, the Security Deposits will be released only after satisfactory fulfillment of contractual obligations by the contactors concerned and provided that no liabilities are outstanding against them.

14. **Quality and delivery of supplies**

All supplies must conform to the specifications given in the relevant Detailed Tender Notice and should be of the best quality and to the entire satisfaction of the Director of this Institute. The specifications and important notes contained in the Detailed Tender Notice relating to various groups of articles from part of these terms and conditions.

15 **Purchaser's right to vary quantities**

The competent authority reserve the right to increase or decrease by upto 25% the quantity of goods/livestock without any change in the prices or other terms & conditions.

16 **Provision for extension of Delivery period/Delay in the Supply**

Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule specified by the purchase in the schedule to tender enquiry and supply order.

Any unexcused delay the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions:

- a) Forfeiture of its performance security
- b) Imposition of liquidated damages and/or
- c) Termination of the contract for default.



If at any time during the performance of contract, should the supplier encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the suppliers time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

17 **Rejection and replacement of supplies**

a) **Return of rejected stores to supplier**

The firm will take back the rejected stores from the depots/consignees place and replaced with fresh stock duly inspected within a reasonable period stipulated in the notice issued to the firm at their own cost upto the consignees or depots upon payment of testing charges etc. The rejected stock will be handed over by the depots or consignees to the firm upon payment of cost of the rejected stocks by the firm to the consignees. Failure of the firm may amount to breach of contract on the part of the firm and firm shall be liable for recovery of consonant damages besides other remedies and right available to the purchaser.

b) **Acceptance or rejection of perishable articles**

In case of perishable articles, the contractor concerned will have to give a declaration that the articles sold to the Director of this Institute(hereinafter also called the "Purchaser"), under the contract, shall be of the best quality and shall be strictly in accordance with the specifications and particulars mentioned in the respective detailed Tender specifications and the contractor will have to give guarantee that the said articles would continue to conform to the description and quality of aforesaid for a period of one day from the date of delivery of the said articles, if during the aforesaid period of one day, the fact that the purchaser may have inspected and/or approved the said articles, the said articles be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the purchaser in that behalf will be final and conclusive, the purchaser will entailed to reject the said articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the articles will be at the contractor's risk and all the provisions herein contained relating to rejection of goods, articles, etc. shall apply. The contractor shall, if so, called upon to do, replace the articles etc. or such portion thereof as is rejected by the purchaser, free of cost at the ultimate destination, otherwise the contractor shall pay to the purchaser such damaged as may arise by reason of the breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

18 **Condition regarding actual purchases of articles**

No guarantee is given as to the quantity/number of articles that may be ordered for during the period of contract provided, however, that orders for the articles required for the working of this institute shall, in the first instance, be placed with the successful tenderers concerned. The successful Tenderers (hereinafter also called "Contractors") shall be liable to supply the quantities/number of articles as may be ordered for during the period of contract, within the period mentioned in the supply orders.

19 **Penalty Clause**

If the supplier fails to deliver any or all of the goods or fails to perform the services within the time period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages a sum equivalent to 0.5% of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance, upto a maximum deduction of 10% of the delayed goods or services contract price. Once the maximum is reached the purchaser may consider termination of the contract.

20 **Payment of Income Tax by tenderer/contractors/PAN of contractors**

All successful tenderers will be required to obtain their Permanent Account Numbers from the Income Tax Departments and submit a copy of the same with tender document. Also indicate the same in the bills submitted by them to this institute.

21 **Payment of supplies made to the Institute**

Payment of all supplies will be made to the contractors concerned strictly on monthly basis on receipt of bills from them and not on supply-to-supply basis under any circumstances. Bills submitted on supply-to-supply basis will not be entertained and will be returned to the contractors concerned for submission of consolidated bills for the entire month. The rule of one bill for one month's supply shall have to be strictly observed.

22 **Revocation or cancellation of contracts**

The Director of this institute, or any other competent authority, shall have the right to revoke or cancel the contract if in his opinion (and in this respect such opinion shall be final and binding on the contractor), the contractor has failed to perform the contract in whole or in parts or has committed breach of any of the terms and conditions of the contract. Upon such revocation or cancellation, the Director of this Institute, or any other competent authority, shall be entitled to make purchase from open market or to enter into contract with any other party at the entire risk and costs of the defaulting contractor.

23 **Contacting the Purchaser**

No bidder shall contact the purchaser on any matter relating to its bid from the time or the bid opening to the time the contract is awarded.

Any efforts by the bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bidder's bid and also banning of business dealing with the bidder for a period of three years from the date of such ban.

24 **Decisions of the Director and jurisdiction of courts**

The decision of the Director of this institute shall be final and binding in all respects regarding any question of interpretation or in each of any dispute arising under the contract. However, in case of legal dispute arising under, out of or in connection with the contract, it shall be subject to the exclusive jurisdiction of the Courts in Kasauli, Solan District of Himachal Pradesh.

25. **Arbitration**

(a) **Appointment of Arbitrators**

Except where otherwise provided in the terms and conditions, of contract, all questions and disputes relating to the meaning of specifications, quality etc. of articles or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, specifications, quality, instructions, orders, or these conditions or otherwise concerning the supplies, or the execution or failure to execute the same whether arising during the period of contact or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person to be appointed by the Director, General of Health Services, Government of India. There will be no objection to any such appointment that the arbitrator so appointed is a Government official, that he had to deal with the matters to which the contract relates and that in the course of this duties as Government official, he had expressed views on all of any of the matters in dispute of difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, the Director General of Health Services shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the state at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by

such Director General of Health Services as aforesaid should act as arbitrator and it, for any reason that is not possible, the matter is not to be referred to arbitration at all.

(b) **Applicability of Arbitration Act, 1940**

Subject as aforesaid, the provisions of Arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

(c) **Extension of time for making arbitration awards**

The arbitrator(s) may, from time to time, with the consent of the parties, extend the time for making and publishing the awards.

26. **Cash Receipt issued by the Institute**

No receipt for any amount paid by the contractor to this institute will be valid unless it is signed by the Director, Accounts Officer or any other authorized officer of this institute.

DECLARATION : I/We hereby affirm that I/We accept all the terms and conditions of tenders and Contract stipulated above without any reservation.

Signatures and full address of the Contractor