

भारत सरकार
GOVERNMENT OF INDIA

पंजीकृत

दूरभाष /Tel No: (01792)-273105,273377
वेबसाईट/Website:www.crikasauli.nic.in
ई-मेल/email : director-crik-hp@gov.in

संख्या / No.:I-83/App/2022-23/St.
केन्द्रीय अनुसंधान संस्थान,
CENTRAL RESEARCH INSTITUTE,
कसौली /KASAULI
दिनांक /Dated the: 28 AUG 2023

प्रेषक / From :
निदेशक / DIRECTOR,
केन्द्रीय अनुसंधान संस्थान, कसौली (हि0प्र0)-173204
CENTRAL RESEARCH INSTITUTE,
KASAULI (HP) - 173 204. INDIA

To,
Nodal Officer, Website Committee, CRI, Kasauli

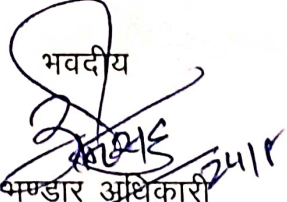
विषय : संस्थान द्वारा 01 No. Cross Flow System (Dialysis Machine) हेतु आमंत्रित Tender
बारे सूचना

महोदय,

इस संस्थान द्वारा 01 No. Cross Flow System (Dialysis Machine) की खरीद हेतु केन्द्रीय सार्वजनिक खरीद पोर्टल (Central Public Procurement Portal [CPPP]) www.eprocure.gov.in तथा संस्थान की बैवसाईट www.crikasauli.nic.in में निविदा सूचना (Tender notice) प्रकाशित की गयी है । यदि आप संस्थान को Cross Flow System (Dialysis Machine) की आपूर्ति करने के इच्छुक हैं तो टेंडर दस्तावेज Central Public Procurement Portal (CPPP) अथवा संस्थान की बैवसाईट से मुफ्त डाउनलोड किये जा सकते हैं तथा तदनुसार आप अपनी निविदायें दिनांक 19 सितम्बर, 2023 दोपहर 2:00 बजे तक प्रस्तुत कर सकते हैं। टेंडर दस्तावेज संस्थान के भण्डार अनुभाग से भी प्राप्त किये जा सकते हैं।

टेंडर की प्रति आपकी सूचनार्थ संलग्न की जा रही है ।

संलग्नक: उपरोक्त

भवदीय

भण्डार अधिकारी

भण्डार अधिकारी/Store Officer

केन्द्रीय अनुसंधान संस्थान
Central Research Institute
टेलीफोन नं: 01792-272995, 273207
ई-मेल : crikasaulistore@gmail.com

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संख्या / No.I-83/App/2022-23/St.
केन्द्रीय अनुसंधान संस्थान,
CENTRAL RESEARCH INSTITUTE,
दिनांक / Dated the:

निविदा सूचना

निदेशक केन्द्रीय अनुसंधान संस्थान, कसौली, जिला सोलन (हि0प्र0), भारत सरकार के राष्ट्रपति की ओर से निम्ननिर्दिष्ट वस्तुओं की खरीद हेतु दिनांक 19-09-2023 दोपहर 2:00 बजे तक मुहरबंद निविदायें आमंत्रित की जाती है।


क्रम संख्या	वस्तु का नाम	मात्रा
1	Cross Flow System (Dialysis Machine)	01 No. (One complete unit)

उपरोक्त निर्दिष्ट वर्ग से सम्बन्धित विनिर्देश एवं 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 वेबसाईट www.crikasauli.nic.in से तथा भारत सरकार के केन्द्रीय सार्वजनिक खरीद पोर्टल (Central Public Procurement Portal) www.eprocure.gov.in से भी download किया जा सकता है। निविदायें दिनांक 19-09-2023 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 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 अवश्य होनी चाहिए अन्यथा निविदायें अस्वीकृत की जा सकती हैं।

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 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।


(डा0 डिंपल कसाना)
निदेशक

भारत सरकार
GOVERNMENT OF INDIA

दूरभाष /Tel No: (01792)-273105,273377

वेबसाईट/Website: www.crikasauli.nic.in

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संख्या / No.I-83/App/2022-23/St.

केन्द्रीय अनुसंधान संस्थान,

CENTRAL RESEARCH INSTITUTE,

दिनांक / Dated the:

TENDER NOTICE

Sealed tenders are hereby invited by the Director, Central Research Institute, Kasauli, Distt. Solan (HP) on behalf of the President of India, upto **2:00PM on 19.09.2023** for the supply of under mentioned article to this Institute..

Sl. No.	Name of Article/Item	Quantity
1.	Cross Flow System (Dialysis Machine)	01 No. (One complete unit)

Prescribed specifications and Tender documents for above item 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 or from Central Public Procurement Portal (CPPP) of Government of India www.eprocure.gov.in. Tenders will be opened on **19.09.2023** 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 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 failing which the tender shall be liable to rejection.

In case the date of receiving and opening of tender 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. Dimple Kasana)
Director

TAC approved Specifications of Cross Flow System for Anti Sera Division

Sl.No.	System	Technical Requirements
1.	Holder	a) Maximum Effective Filtration Area : 5-7 m ² b) Self-Draining , Self-Venting c) Manual Clamping with Torque Wrench
2.	Recirculation Pump	a) Rotary Lobo Pump/Peristaltic pump with Flow rate of minimum 4m ³ /hour at 4 Bar b) Speed control through VFD
3.	Spare Peristaltic pump	a) Fully automated Peristaltic pump for buffer addition b) Flow rate of minimum 4m ³ /hour at 4 Bar c) Digital display for monitoring d) Tubing: Pharma grade/ food grade with certification e) Warranty maintenance & documentation as per point no. 13 & 15 f) Power supply: 220V ±5%, 50 Hz
4.	Piping	A. <ul style="list-style-type: none"> i. MOC - 316L , Roughness average : 0.6 – 0.8 µm Ra, Electro polished ii. ASME Standard iii. O-Rings , Gaskets – EPDM/silicon <p style="text-align: right;">OR (against A)</p> <p>Food grade/Pharma grade tubing with certification</p>
5.	End connections	a) End connection: should be sanitary type SS clamp along with food grade gasket
6.	Feed Line	a) Automated Switch b) Pressure :1-5 bar or better c) Inlet End Connection/ sanitary clamp on hose bar outlet d) Holder Isolation Valve/Pinch clamp fit
7.	Retentate Line	a) Pressure Measurement : 1 to 5 bar or better b) Drain Valve & pressure control valve both with EPDM Diaphragm/Automated back pressure control valve c) Integrity test port TC (feed and retentate line)
8.	Permeate Line	a) Pressure Measurement : 1 to 5 bar or better b) Holder Isolation valve with EPDM Diaphragm/ pinch clamp fit c) Drain Valve with EPDM Diaphragm /Automated back pressure control valve
9.	Cassette	a) Suitable adaptor for cassette holder shall be provided b) Cut off 30 KD c) MOC-PES(polyethylene Sulphonate) d) No. of cassette- vendor should provide 40 cassette along with equipment
10.	Control	a) System fully controlled with PLC-HMI system b) Emergency Stop Switch c) Provision for data recording
11.	Feed tank	a) Manual Inlet valve (MOC: SS304) b) Pressure sensor / Transducer c) Safety relief valve d) Sterilizing grade hydrophobic vent filter (0.5µ) e) Capacity approx 50 L or better f) MOC-SS316L/ carboy make g) Level sensor should be provided
12.	Power Supply	220V ±5%, 50 Hz and 415V ±5%, 50 Hz available at site
13.	Cleaning & sanitization	The cross flow system should be cleanable and sanitizable.
14.	Warranty	a) 02 years or more, warranty should include 2 preventive maintenance visit and any no. of breakdown visits along with calibration of recording devices.
15.	AMC	a) 05 years AMC after expiration of warranty period: The successful firm must enter into AMC for the period of five years after completion of warranty period. The AMC must include i) 02 preventive maintenance visits (ii) any breakdown visits and replacement of faulty major components if any within 72 hours (iii) annual calibration of all the recording devices & system suitability test as per recommendation of technical manual
16.	Documentation	a) cGMP standard system documentation b) CFR-21 compliance c) IQ, OQ and PQ qualification documents must be provided at the time of installation d) MOC certificates e) Calibration Certificate for the recording devices f) Validation cycle certificate must be provided g) Certification: CE/ISO/BIS/USFDA or equivalent
17.	Dully filled and signed technical compliance sheet needs to be submitted.	

PART-I

TENDER FOR THE PROCUREMENT OF CROSS FLOW SYSTEM (DIALYSIS MACHINE)

INSTRUCTIONS/GUIDELINES FOR TENDERER(S)

- 1 Tender should contain the following envelop:-
 - i. In Envelop No.1 : Bid Guarantee containing Earnest Money Deposit instrument along with forwarding letter (Annexure-I)
 - ii. In Envelop No.2 : Price Bid alongwith Annexure-II
 - iii. In Envelop No.3 : Technical Bid (Annexure III, IV and Part-I & II) along with Tender Documents, signed on each pages.

The envelope should be enclosed and sealed in an outer envelope which should be clearly superscribed as '**Tender for PROCUREMENT OF CROSS FLOW SYSTEM (DIALYSIS MACHINE)**' due on **19.09.2023 at 2:30 PM**.

- 1 **Unsealed tender(s) will be rejected.**
- 2 Each tender must be accompanied with **Earnest Money Deposit of Rs.5,00,000/- (Rs. Five Lakh only)** duly pledged in favour of the Director, Central Research Institute, Kasauli, (HP) in the shape of FDR of nationalized bank valid for six months drawn on any Scheduled Bank. Appropriate certificate needs to be attached in case of EMD Waiver.
- 3 **Tender(s) received without Earnest Money shall be rejected straightway.**
- 4 Earnest Money deposited with the Central Research Institute, Kasauli, in connection with any other tender will not be considered against this tender.
- 5 Offer in the Price Bid should be preferably typed or written in neat/legible handwriting. Over writing should be avoided and initialed if any overwriting is there.
- 6 Tender will be regarded as constituting an offer open to acceptance at the discretion of the Director, CRI for a period of six months from the date fixed for the receipt of the tender.
- 7 The Director (CRI) reserves all rights to accept or reject any tender without assigning any reason.
- 8 The tenderer(s) will be responsible to ensure that the tender is received on or before the due date and time in the office at Central Research Institute, Kasauli (HP). Tender box will be available in Store Section for depositing the tender envelope.
- 9 **Each page of the complete tender document (along-with its Annexure) should be signed by the tenderers) with stamp of the firm duly affixed on each page.**
- 10 The last date and time for receipt of tenders is **02:00 PM on 19.09.2023**. Tender(s) received after the due date and time shall not be considered.
- 11 The tender i.e. Bid Guarantee and Technical Bid shall be opened **at 2:30 PM on 19.09.2023**. Price bids of the qualified firms will be opened later and informed to the bidder accordingly.
- 12 In the event of date of receipt or opening of tender being declared a holiday in the Central Research Institute, Kasauli next due date for receipt/opening of the tender will be the following working day at the same time.
- 13 The tender(s) shall be opened in the presence of intending tenderer(s) or their authorized representatives(s) if they wish to be present at that time.
- 14 Conditional price bid offer shall be rejected.
- 15 Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he will submit the tender or the tender accepting official/authority before the finalization of tenders will render the tenderer liable for exclusion from consideration.

Most Important Instructions/Guidelines for Tenderer(s):

16. It will also be mandatory to the participating firms to attach point-wise compliance sheet for the attached specifications of the CROSS FLOW SYSTEM (DIALYSIS MACHINE).
17. Participating firms may submit their financial bid for (1) supply, installation, commissioning etc. of a CROSS FLOW SYSTEM (DIALYSIS MACHINE) and (2) year-wise AMC charges for 5 years after the expiry of warranty period, separately.

(This letter along with Earnest Money Deposit be submitted in the Envelop No.1)

Receipt No. _____

Date _____

From:

To

The Director,
Central Research Institute,
KASAULI(HP)-173204.

Subject: **EMD - Tender for Procurement of CROSS FLOW SYSTEM (DIALYSIS MACHINE).**

Sir,

Please find enclosed herewith Earnest Money Deposit(EMD) of Rs.5,00,000/- (Rupees Five Lakh only) in shape of a Demand Draft/Deposit-at-call/FDR issued by _____(Name of Bank) on _____ drawn in favour of the Director, Central Research Institute, Kasauli valid for a period of _____ months/years.

Thanking you,

Yours faithfully,

Enclosed : EMD

SIGNATURE
Seal of the firm with full address.

(This letter alongwith Price Bid be submitted in the Envelop No.2)

From:-

M/s _____

To

The Director,
Central Research Institute,
Kasauli.

Subject: Price Bid Tender for Procurement of CROSS FLOW SYSTEM (DIALYSIS MACHINE).

Ref.: I-83/App/2022-23/St. dated _____

Sir,

Please find enclosed Price Bid duly filled and stamped for procurement of CROSS FLOW SYSTEM (DIALYSIS MACHINE).

Thanking you,

Yours faithfully,

Enclosed:- Price Bid.

Signature
Seal of the firm with full address.

This letter alongwith Technical Bid and Tender Documents to be submitted in the Envelop No.3

From:

M/s _____

To

The Director,
Central Research Institute,
KASAULI(HP)-173204.

Subject: **Technical Bid - Tender for Procurement of CROSS FLOW SYSTEM (DIALYSIS MACHINE).**

Ref.: I-83/App/2022-23/St. dated _____

Sir,

Being duly authorized to represent and act on behalf of(herein after referred to as “the applicant”), and having reviewed and fully understood the evaluation criteria and information provided, the undersigned hereby apply in response to the your advertised tender enquiry for procurement of CROSS FLOW SYSTEM (DIALYSIS MACHINE). We are enclosing all the documents with annexures as per the requirements of your evaluation.

I have read, understood and agree to the terms and condition of the tender documents. I also hereby declare that the information submitted by me herewith is true and if any information is found to be false/ wrong/ misleading on any aspect mentioned in the documents, I am liable to be disqualified from the process of bidding and opening tender or later stage.

Thanking you,

Yours faithfully,

SIGNATURE

Seal of the firm with full address.

Enclosed:

1. Technical Bid.
2. Affidavit in respect of individual/firm/company etc.
3. Statement of contracts undertaken by them in the past
4. Copy of GST Registration
5. Tender document along with terms & condition
6. Copy of latest Audited Balance Sheet.
7. Any other documents.

AFFIDAVIT

I/We _____ (Name)
Contractor/Partner/Sole Proprietor (strike out which is not applicable) of
_____ (firm) do hereby solemnly affirm and declare that the
individual/firm/companies are not blacklisted by any Government Department or any
Autonomous Body.

Dated the:

DEPONENT

Address: _____

VERIFICATION

Verified that the Content of above Affidavit is true and correct to the best of my/our knowledge
and belief. No part of it is false and nothing has been kept concealed therefrom

Dated the : _____

DEPONENT

Note : To be furnished on non-judicial stamp paper duly attested by a Magistrate/Notary Public

PART-II

Terms & Conditions of Tender and Contracts for PROCUREMENT OF CROSS FLOW SYSTEM (DIALYSIS MACHINE).

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 approx.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 thick sealed covers superscribed with the words “**Tender for Procurement of “CROSS FLOW SYSTEM (DIALYSIS MACHINE)” 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 and also those tenders who are not submitted in the manner prescribed herein will not be taken for consideration in any case.

b) **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, 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)**

GST 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 GST 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”.

(iii) **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.

c) **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 date and time prescribed for this purpose and will be declared in the presence of tenderers or their authorized representatives who may be present on the occasion, by the Director or any other officer deputed by him for the purpose. Tenders received after the prescribed date and time for any reasons whatsoever, will not be considered.

In case the date prescribed for 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 Money Deposit of Rs.5,00,000/- (Rupees Five Lakh Only) 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. FDR should be valid for minimum six months. In case of firm seeking exemption of EMD waiver, necessary certificate may be attached with tender documents (i.e. Envelope No.1)

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 tenders 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.

(iii) 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 addition 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, along with the tender, 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 who 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 off 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 contractors 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 Advertised Tender Enquiry 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 Advertised Tender Enquiry relating to various groups of articles form part of these terms and conditions.

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

The competent authority reserves 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 be entitled 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 damages 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 supplies made to the Institute**

Payment of all supplies will be made to the contractors concerned strictly on bill basis from them and not on supply-to-supply basis under any circumstances. Bills submitted on supply-to-supply basis will not be entertained.

21 **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.

22 **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.

23 **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 in connection with the contract, it shall be subject to the exclusive jurisdiction of the Courts in Kasauli, Solan District of Himachal Pradesh.

24. **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 proceeded 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 tenderer