

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-50/App/2022-23/St.
केन्द्रीय अनुसंधान संस्थान,
CENTRAL RESEARCH INSTITUTE,
कसौली /KASAULI
दिनांक /Dated the: 15 NOV 2022

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

To,

NODAL OFFICER, WEBSITE CRI, KASAULI

विषय : संस्थान द्वारा 02 Nos. Process Vessels हेतु आमंत्रित Tender बारे सूचना

महोदय

इस संस्थान द्वारा 02 Nos. Process Vessels 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 Process Vessel की आपूर्ति करने के इच्छुक हैं तो टेंडर दस्तावेज Central Public Procurement Portal अथवा संस्थान की बैवसाईट से मुफ्त डाउनलोड किये जा सकते हैं तथा तदनुसार आप अपनी निविदायें दिनांक 06 दिसम्बर, 2022 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
केन्द्रीय अनुसंधान संस्थान
कसौली, हि0प्र0
टेलीफोन नं: 01792-272995, 273207
ई-मेल : crikasaulistore@gmail.com

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संख्या /No.1-50/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 06-12-2022 दोपहर 2:00 बजे तक मुहरबंद निविदाये आमंत्रित की जाती है।

क्रम संख्या	वस्तु का नाम	मात्रा
1	Process Vessel	02 Nos.

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। निविदाये दिनांक 06-12-2022 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 निविदाये अस्वीकृत की जा सकती है।

निविदा खोलने की तिथि को इस संस्थान में अवकाश होने की स्थिति में निविदाये 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।


(डा० डिपल कसाना)
निदेशक

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संख्या / No.I-50/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 06.12.2022** for the supply of under mentioned article to this Institute..

Sl. No.	Name of Article/Item	Quantity
1	Process Vessel	02 Nos.

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 06.12.2022 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

Specifications for "Process Vessel" for Antisera Division (2 Nos.)

PROCESS DESCRIPTION:

- a. Preparing the tank for introduction of the product and chemicals – cleaning in place and steam in place (steam sterilization.)
- b. Digestion of immunoglobulins in the plasma with Pepsin (30°C between pH3.0 to 3.5)
- c. Precipitation with ammonium sulphate at 55°C in a tank and then allowed to settle overnight.
- d. The supernatant is collected from the top of the vessel by siphoning off and the precipitate is drained off from the bottom of the tank.
- e. The supernatant is filtered and the filtrate is transferred to the next tank.
- f. The product is precipitated with Ammonium Sulphate overnight at room temperature.
- g. The Supernatant is siphoned off and discarded while the precipitate is collected from the bottom of the tank for further processing.

Note:- Process flow chart is given in page 4.

S. No.	SPECIFICATION
1	INPUT CHARGING & OUTPUT DISCHARGE METHOD
	<ol style="list-style-type: none"> a. Inputs:- Chemicals are in both powder as well liquid form. The same shall be charged into the tank using a funnel or by positive (air) pressure. b. The supernatant shall be collected by a pipe whose depth of immersion can be adjusted depending on the depth of the supernatant while the precipitate is drained from the bottom of the tank for further processing.
2	PROCESS REQUIREMENT
a.	Desired Capacity - 350Ltrs working volume
b.	Total Capacity - 500 Ltrs.
c.	Cleaning - Using Clean in place equipment through a spray ball(s).
d.	Sanitization - Hot water sanitization at 80°C.
3	REQUIREMENT
a	The construction of the tank (pressure vessel) should be vertical, jacketed and insulated mixing Vessel of working volume 350Liters. The design pressure shall be 1.3 times the working pressure & hydro test pressure shall be 1.5 times the design pressure. The pressure used for transfer of the liquid from within the tank shall be 1.0 kg/cm ² maximum.
b	The top lid of the tank should be so constructed that it can be opened for inspection and manual cleaning (when required).
c	The tank should have its top and bottom with dished end made torispherical so as to maintain full drain ability.
d	The material of construction of the tank and other product contact surfaces is to be of SS 316L material and internally electro-polished to <0.4μ Ra & external surface of the tank and other (product non-contact surfaces) is to be of SS304 and matt finished 1.2μRa/180grit.
e	Vessel is to be provided with Rock Wool insulation. For the safety of the operator the external surfaces should not have temperature more than 40°C.
f	The tank shall be supported on four legs with lockable castor wheels.
g	A rectangular "weld on" sight level glass should be provided along the complete vertical side of the tank.
h	The necessary connections/provisions should be provided to for Sanitization and CIP of the tank.
i	Necessary provisions should be made in the jacket for cooling water, Hot water supply &

	return which will be utilized to maintain the temperature of the process fluid as per user defined set points.
j	Necessary provision shall also be made in the jacket for steam inlet for raising the temperature of the tank to 55 + 1°C as well cooling of the tank to ambient temperature using cold water.
k	The steam inlet to the vessel should be provided with a Pressure reducing valve to reduce the pressure of steam from the steam main line (10.5kg/cm ²).
l	A top mounted stirrer should be provided for stirring purpose. Speed of the stirrer should be adjustable from 50 to 500rpm or better.
m	Gasket, seals and o-rings should be constructed of food grade polymeric materials/food grade silicon only.
n	The tank should be provided with spray ball(s) for the CIP process.
o	The tank should be provided with an electrically heated (upto 80°C) 0.22 μ sterile hydrophobic vent filter arrangement.
4	INSTRUMENTATION FOR THE FOLLOWING SHOULD BE PROVIDED
a	Temperature - Indication and control (PID) for maintaining the temperature of the product within the tank. (Resolution 0.1°C) or better.
b	Speed - indication and control (Resolution 1 rpm) or better.
c	pH - Indication only (Resolution pH0.1) or better.
d	Temperature - indication and control for sanitization.
e	Pressure gauge for indicating the pressure in the jacket.
f	Compound gauge for indicating the pressure within the tank.
5	The control devices should be provided with alarms in case the measured quantity exceeds the set over and under limits: - a. Temperature b. Speed c. pH
6	The data of the following parameters need to be recorded: - a. Temperature b. pH
7	A separate specific gravity meter (1No.) needs to be provided to test the specific gravity.
8	A separate electrical panel (Constructed of SS304) should be provided which shall house all the electrical components, indicators etc., The same should be floor mounted. The interconnecting wiring from panel to the tank shall be provided by the firm.
9	PORTS
	On the top dish a. Four 1" TC connections for process fluids with sanitary valve. b. One 2" TC connections with sanitary valve and a stainless-steel funnel for introducing powder chemical. c. One 1" TC port with a pipe on the top of the tank for withdrawing the supernatant. The fitting should be so designed that the height of the pipe is adjustable.
10	On the bottom dish One drain valve either diaphragm or ball valve (three-piece sanitary design) should be welded flush with the bottom of the vessel.
11	On the vessel side a. One weld on level glass to indicate level of process fluid. b. One port each for temperature and pH sensor respectively.
	All fittings and valves shall be sanitary design. All valves should be diaphragm valves and in exceptional circumstances may be ball valves (three-piece design). All coupling shall be tri- clover type.
	All pipe joints shall be orbital welded.
12	The completed finished tank shall be passivated and cleaned before dispatch to site. A final

	passivation of the tank and accompanying fittings shall be done the firm if it is found essential.
13	Equipment that need to be supplied along with the tank. a. One compressor (oil free) with 0.22µm filter and regulator for creating positive pressure in the tank with all interconnecting piping. b. One peristaltic pump for transfer of process fluid (speed adjustable.) - Flow rate 0 to 2 ltrs/min. c. A step ladder for accessing the various ports on the top of the tank.
14	Constraints: - a. The height of the ceiling in which the equipment is to be installed is 2.4 mtrs. b. The size of the entrance through which the vessel can be taken into the room is- (1.6 x 1.9mtrs) c. The area in which the tank is proposed to be installed is 2.5 m (L) x 2.5 m (B)
15	REGULATIONS AND STANDARDS The equipment should comply with the following guidelines / standard: Schedule M of Indian Drugs and Cosmetics Act ASME- Section 8- Div I for pressure vessels or relevant BIS specifications. ASME- BPE compliance.
16	INSPECTION AND TESTING a. System shall be inspected and tested (FAT) at the Vendor's site in the presence of user's representative before delivery. b. System shall be inspected and tested (SAT) at the user's site in the presence of user's representative before handover to the user.
17	The firm shall supply to the following in stages for approval: - a. Submission of detail functional design specification, schematic/GA drawings within two weeks of the award of tender. b. Submission of FAT/SAT specification within two weeks of approval of tender. c. Submission of installation Qualification (IQ) and Operational Qualification (OQ) protocols d. Mechanical and electrical drawings ,P&ID drawing, process flowchart, component list. e. Submission of control system details and control system verification protocol: Equipment Delivery f. The firm should assist the user during the PQ stage.
18	Certificates and documents: - a. All product contact material (including the polymeric material used) shall be accompanied with a MOC certificate. b. All sensors, controllers, PLC, transmitters, indicators and any other controller or indicators to read, print or control any of the parameter, will have to be calibrated, traceable to national or international standard. Original calibrations certificate along with traceability to be submitted by vendor in their IQ file.

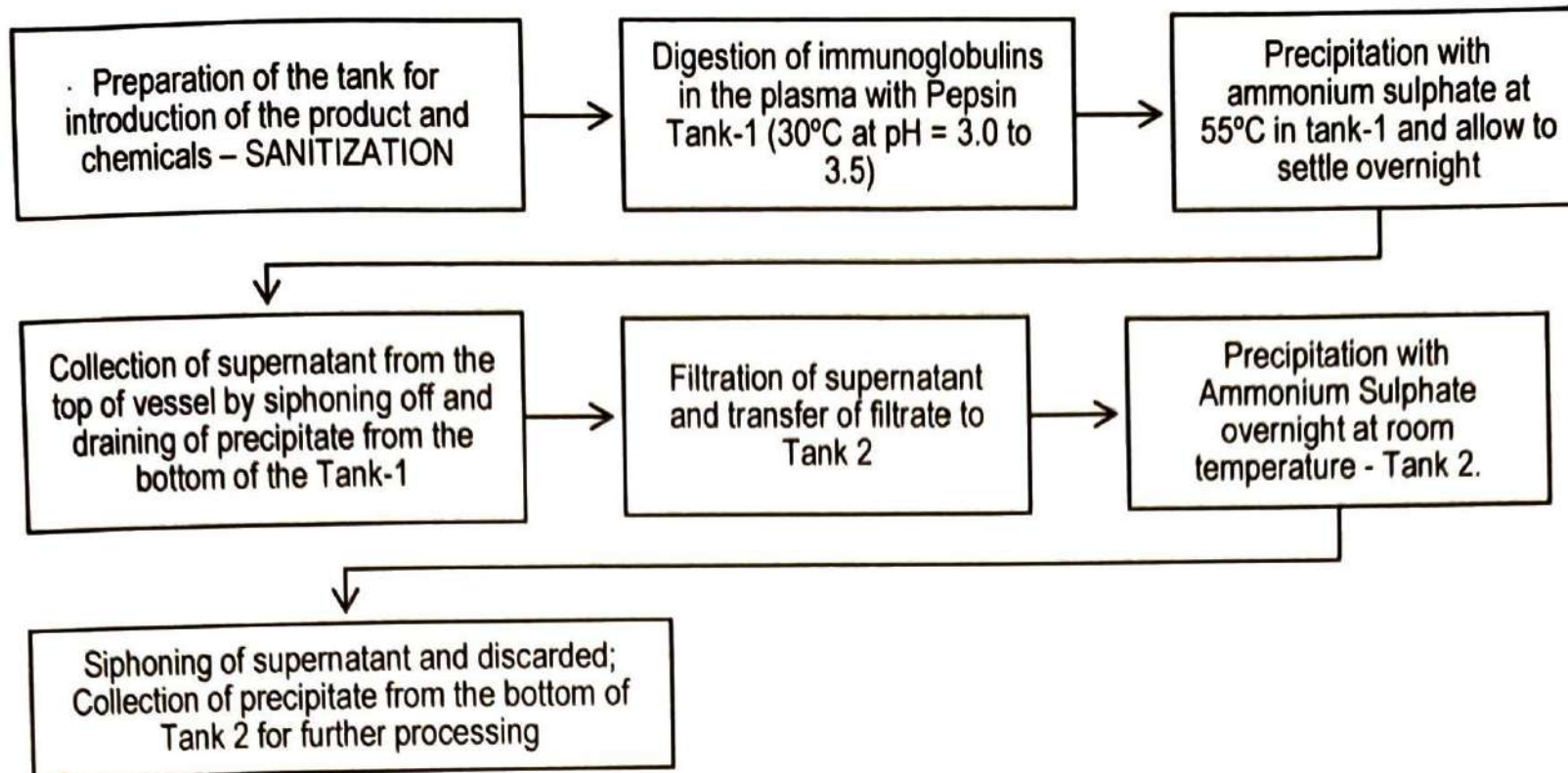
19. It is mandatory to submit a compliance sheet for all specification points (from 1- 15) along with tender/quotation.

20. The vendor must provide minimum 1-year warranty for the equipment. Also, the vendor must provide 5 years CMC including calibration and temperature mapping yearly. The CMC shall also include consumables like lubricants, O-rings, gaskets, vent filter etc.

21. Point wise(1-20) compliance sheet to technical specifications should be provided.

NOTE:-Before initiation of the manufacturing activity of the process vessel the firm needs to explain P&ID diagram of complete process to the TAC of CRI.

PROCESS FLOW



PART-I

**Tender for supply of Process Vessel at Central Research Institute,
Kasauli**

I Guidelines/instructions for submission of tender

- A. 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 : Financial Bid (Specimen enclosed as Annexure-II)
 - iii. In Envelop No.3: Technical Bid (Annexure-III, IV, V & VI and Part-I & II) along with Tender Documents, signed on all pages.
- B Documents to be submitted by the tenderer(s):
- i. EMD in the shape of FDR **OR** EMD Waiver Certificate to be put in Envelop No.1.
 - ii. Financial Bid containing Quote for (1) Process Vessel and (2) 5 years CMC charges to be put in Envelop No.2
 - iii. Following documents are to be put in the Envelop No.3 only:
 - a) Technical specifications/literature/brochure of quoted item
 - b) Affidavit in the Non-judicial stamp paper worth Rs.10/- in respect of non-blacklisting (as per Annexure-IV)
 - c) Point-wise compliance sheet (mandatory to be attached) to our specifications for requisite equipment (Annexure-V).
 - d) Copies of GST Registration Certificate
 - e) Statement of contracts undertaken(Annexure-VI). Copies of two latest Purchase Order(s) alongwith satisfactory installation/commissioning report to be attached.
 - f) Balance sheet of latest audit

All these three envelopes should be enclosed and sealed in an outer envelope which should be clearly superscribed as "**Tender for supply of Process Vessel (02 Nos)**" due on **06.12.2022 at 2:30 PM**.

II Instructions for submission of tenders:

- 1 Each envelop should be clearly superscribed viz. Envelop-1 : Bid Guarantee(EMD); Envelop-2 : Financial/Financial Bid and Envelop-3 : Technical Bid. **Unsealed tender(s) will be rejected.**
- 2 Tender must be accompanied with **Earnest Money Deposit of Rs.2,00,000/- (Rupees Two Lakh only)** duly pledged in favour of the Director, Central Research Institute, Kasauli, (HP) in the shape of FDR of any nationalized bank valid for six months.
- 3 **Tender(s) received without Earnest Money shall be rejected straightway.** Appropriate certificate need to be attached in case of "EMD waiver".
- 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 Financial Bid should be preferably typed or written in neat/legible handwriting. Overwriting 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/Dak Receipt Section for depositing the tender envelope.
- 9 **Each page of the complete tender document (along-with its Annexures) 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 06.12.2022** 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 06.12.2022** Financial bids of technically 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 Financial 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.

PART-II

Terms & Conditions of Tender and Contracts for supply of Process Vessel (02 Nos.) at C.R.I. KASAULI

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 Process Vessel (02 Nos.)**" 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 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 as indicated in the Advertised Tender Enquiry, preferably 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. For exemption of EMD, necessary EMD Waiver Certificate needs to be attached by the firm (viz. MSME, NSIC etc.)
- 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.
- (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 Monies 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 **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.
8. **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.
- 9 **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.
- 10 **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.
- 11 **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.
- 12 **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 3% 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.
13. **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.
- 14 **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.
- 15 **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.

16 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.

17 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 Financial as liquidated damages a sum equivalent to 0.5% of the delivered Financial 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 Financial. Once the maximum is reached the purchaser may consider termination of the contract.

18 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.

19 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.

20 Contacting the Purchaser

No bidder shall contact the purchaser on any matter relating to its bid from the time of 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.

21. **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.
22. **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.
23. **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

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

From:

M/s _____

To

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

Subject: **EMD - Tender for supply of "Process Vessel (02 Nos.)" at C.R.I. Kasauli**

Ref.: No.I-50/App/2022-23/St. dated _____

Sir,

Please find enclosed herewith Earnest Money Deposit(EMD) of Rs.2,00,000/- (Rupees Two 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 **Financial Bid** be submitted in the Envelop No.2)

From:-

M/s _____

To

The Director,
Central Research Institute,
Kasauli.

Subject: Financial Bid for supply of "Process Vessel (02 Nos.)" at Central Research Institute, Kasauli(HP).

Ref.: No. I-50/App/2022-23/St. dated _____

Sir,

Please find enclosed Financial Bid containing (1) Financial Bid for supply, installation and commissioning etc. of Process Vessel and (2) CMC proposal/charges for 5 years after completion of warranty period of Process Vessel (02 Nos.) (duly signed and stamped) at Central Research Institute, Kasauli(HP).

Thanking you,

Yours faithfully,

Enclosed:- Financial 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 page No. 1 to)

From:

M/s _____

To

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

Subject: **Technical Bid - Tender for supply of Process Vessel (02 Nos.) at Central Research Institute, Kasauli(HP).**

Ref.: No.I-50/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 instructions and terms & conditions, the undersigned hereby apply in response to the Tender for supply of one Process Vessel (02 Nos). We are enclosing all the documents with annexures as per the requirements.

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.

Enclosures:

1. Technical Bid.
2. Affidavit (Annexure-IV)
3. Point-wise Compliance sheet in respect of specifications of the institute(Annexure-V)
4. Statement of contracts undertaken (Annexure-VI)
5. Copy of GST Registration.
5. Signed & stamped tender document (Part-I & Part-II)
6. Copy of latest Audited Balance Sheet.

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 black listed by any Government Department or any
Autonomous Body.

Dated the:

Address: _____

DEPONENT

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 (Rs.10 Denomination) duly
attested by a Magistrate/Notary Public**

