

**FINANCIAL BID**

(to be submitted in sealed Envelop No.3, Superscribed "Financial Bid")

From :

.....

..... (Name & full postal address of the tenderer)

.....

To

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

Subject: **Invitation of tender for the for supply of High Speed Diesel(HSD) of Central Research Institute, Kasauli during the year (2017-18) (to be opened on 9.2.2017)**

With reference to your Tender Notice inviting captioned tenders, I/We hereby offer my/our rates for supply of High Speed Diesel (HSD) during the year 2017-18.

Group No.	Name of item	Rate per litre (in figures)	Rate per litre (in words)
3	High Speed Diesel (HSD)		

Above quoted rates are for supply at C.R.I. Campus.

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

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, s enclosed as desired.

1. I/we agree that this tender shall remain operative till the end of validity period of tenders and 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 as and when it is dispatched to me/us with the said validity period.
2. The following documents are also sent herewith as per requirements of terms and conditions of tenders and contract.
  - i. FDR No..... dated ..... for **Rs.1,98,000/-** 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.

Signatures and address of the tenderer with stamp

- 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.

Annexure-I

**Tenderer should furnish specific answers to all the questions given below. Tenderers may please note that if the answer so furnished are not clear and/or are evasive, the tender will be liable to be ignored/rejected**

1	Tender No.	IV-1/Tender/2017-18/St.
2	Due for opening on	9.2.2017
3	Offer is open for acceptance till:	9.2.2017 by 2:00PM
4	Whether the stores offered fully conform to the technical particulars and specification/drawings specified by the purchaser	
5	Brand of store offered	
6	Name and address of manufacturer	
7	Station of Manufacture	
8	Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations	
9	Permanent Income Tax A/c No.	
10	Please indicate : Name & Full address of your Banker	
11	Please furnish your performance statement	
12	Please indicate guaranteed date by which date delivery can be completed. Also indicate monthly rate of supplies and also time required for commencement of supplies from the date of receipt of formal order/approval of advance sample	
13	Business name and constitution of the firm registered under: i) The Indian Companies Act, 1956 ii) The Indian partnership Act, 1932 iii) Any Act, If not who are the owners?	
14	Whether the tendering firm is/are: i) Manufacturer ii) Manufacturer's authorized agent iii) N.B.: If manufacturer's agents, please enclose with tender the copy of manufacturer's authorization.	
15	Please indicate the stock in hand at present time: i) Held by you against this enquiry. ii) Held by M/s ..... over which you have secured an option.	
16	For partnership firms, state whether they are registered or not registered under Indian Partnership Act, 1932. The answer to this question by a partnership firm should be in affirmative, please state further: a) Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender. b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration. c) If the answer to either (a) or (b) is in the affirmative, have you already furnished a copy of either the partnership agreement or the general power of attorney as the case may be to DGS&D? Please quote the reference to the communication	

	N.B. (1) If a copy of neither the partnership agreement nor the general power of attorney has previously been furnished to the DGS&D please attach to the tender a copy of either document on which reliance is placed for authority of partner signing the tender to refer disputes to arbitration. The copy should be admitted by affidavit on a properly stamped paper by all the partners (2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender, the tender must be signed by every partner of the firm.	
17	Here state specifically: (i) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. If not state the reasons thereof, if any, also indicate the margin of difference. (ii) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price, and if the price quoted exceeds the controlled price, the reasons thereof should be stated.	
18	Are you: (i) Holding valid Industrial License(s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate. (ii) Exempted from the licensing provision of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position. (iii) Whether you possess the requisite license for manufacture of the stores and/or for procurement of raw materials belonging to any controlled category required for the manufacture of the Store? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license	
19	State whether business dealings with you have been banned by Min./Deptt. of Supply?	
20	Please confirm that you have read all the instructions carefully and have complied with accordingly	

Signatures of Tenderer

1. Full name and Address of the person signing : .....  
(in Block Letters):
  
2. Whether signing as Proprietor/partner/Constituted : .....  
Attorney/duly authorized by the company

Signatures and address of the tenderer with stamp

## INSTRUCTIONS/GUIDELINES FOR TENDERER(S)

- 1 Attach a signed copy of tender documents with the Technical Bid.
- 2 Sealed Tenders duly signed should be (**Envelop No.1**) clearly superscribed as “**Tender for supply of HIGH SPEED DIESEL (HSD) due on 9.2.2017 at 2:30PM**”.
- 3 *Unsealed tender(s) will be rejected.*
- 4 Each tender must be accompanied with Earnest Money Deposit of Rs.1,98,000/= only duly pledged in favour of the Director, Central Research Institute, Kasauli(HP) **in the shape of FDR** valid for **six months** drawn on any Scheduled Bank.
- 5 *Tender(s) received without Earnest Money shall be treated invalid tenders.*
- 6 Earnest Money deposited with the Central Research Institute, Kasauli in connection with any other tender will not be considered against this tender.
- 7 *Offer in the Price Bid should be mentioned both in figures as well as in words and offer should be preferably typed or written in neat/legible hand.* Cutting/overwriting, if any should be signed.
- 8 The Director(CRI) reserves all rights to accept or reject any tender without assigning any reason.
- 9 The tenderer(s) will be responsible to ensure that the tender is received on or before the due date and time in the office of the Director, Central Research Institute, Kasauli(HP).
- 10 Each page of tender document alongwith its Annexure(s) should be signed by the tenderers) with stamp of the firm duly affixed on each page.
- 11 This tender form is not transferable.
- 12 The last date and time for receipt of tenders is 2:00 PM on 9.2.2017. Tender(s) received after the due date and time shall not be considered.
- 13 The tenderer shall be opened at 2:30PM on 9.2.2017. Technical bid (Envelop 2) shall be open on the same day and Price bids (Envelop 3) shall be opened only of those parties who technically qualify. The date of opening of price bid shall be informed at a later date.
- 14 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.
- 15 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.
- 16 Conditional price bid offer shall be rejected.
- 17 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.
- 18 **Tender documents will be available upto 8.2.2017 upto 4:00PM.**

...xxx...

**Terms & Conditions of Tender for supply of High Speed Diesel (HSD) of Central Research Institute, Kasauli, HP during the year 2017-18.**

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 app. 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 word “**TENDER FOR HIGH SPEED DIESEL( Group Item No.3)**” **in the left hand upper corner of the envelopes** addressed to the Director, Central Research Institute, Kasauli. P.O. Kasauli-173204, Himachal Pradesh, 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 up to 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) **Excise Duty**

The rates quoted should also be inclusive of Excise Duty. In case, the Excise Duty is enhanced or reduced by the Government at any time during the course of contract period, the actual enhancement/reduction in the duty will be subject to adjustment. Any enhancement in the duty will be payable to the contractors on production of necessary documentary proofs in this regard, any reduction in the duty will be recoverable from them.

(iii) **Sale Tax/VAT**

Central/State Sales Tax/VAT at the prescribed rate will be paid to the contractors who are duly registered dealers in this regard. Contractors claiming the Sales Tax will have to indicate their Sales Tax 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:

Signatures and address of the tenderer with stamp

“Certified that the goods on which Sales Tax has been charged have not been exempted under the Central/State Sales Tax Act/VAT or the rules made thereunder and that the charges on account of Sales Tax/VAT 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 Sales Tax is payable by the Government”.

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 authorized 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 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 changed therein within the aforesaid period. The tenders will however, be subject to negotiations at the direction of the competent authority as provided for in clause No.10 of these terms and conditions. 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 this Institute 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 Earned Money shall be submitted separately for each group.

b) **Forfeiture of Earnest Money**

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 their tenders, 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 tenderers themselves on demand.

Signatures and address of the tenderer with stamp

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 **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 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.

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 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.

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.

Signatures and address of the tenderer with stamp

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 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 hundred 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/nationalized bank of India on behalf of the tenderers concerned in favour of the Director of this Institute 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.

d) **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 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 form part of these terms and conditions.

14 **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.

15 **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 purchaser in the schedule of tender enquiry and supply order.

In case of any unexcused delay by 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.

Signatures and address of the tenderer with stamp



If at any time during the performance of contract, should the supplier encounter conditions impending 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.

16 **Rejection and replacement of supplies**

**Return of rejected stores to supplier**

The firm will take back the rejected stores from the depots/consignees place and replace 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.

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 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.

18 **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.

19 **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.

20 **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.

Signatures and address of the tenderer with stamp

**21 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.

**22 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 case 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.

**23. 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 contract 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 or 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 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.

Signatures and address of the tenderer with stamp

24. **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.

Stores Officer  
for Director  
Central Research Institute, Kasauli  
for and on behalf of the PRESIDENT OF INDIA.

**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

CENTRAL RESEARCH INSTITUTE, KASAU LI  
DISTT. SOLAN(HP) – 173204

No.IV-1/Tender/2017-18/St.

Dated the:

To

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