

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

Tender documents containing (i) Detailed Tender Notice (ii) Terms & conditions of Tenders and Contracts for the supply of various articles to Central Research Institute, Kasali, Himachal Pradesh during the year 2017-18.

Part (I) Detailed Tender Notice

Sealed Tenders, are hereby invited by the Director, Central Research Institute, Kasali on behalf of the President of India upto 2:00PM on 9.2.2017 for the supply of under mentioned articles to the Institute during the year 2017-18. Tenders received will be opened at the Institute at 2:30PM on the same date.

Name of Article	App. Requirement	Unit for quoting rate	Earnest Money (Rs.)
Group No.1, Concentrate Feed (Horse feed)	1825 Qtl.	Per Qtl.	Rs.1,00,000/-

Specifications and Important Notes:

1. Each batch of Concentrate Feed supplied should be Strictly made as per the prescribed formula

Ingredients	Acceptable %age
Maize Whole	10
Gram Whole	20
Wheat	10
Barley	10
Soya Flakes	20
Deoiled Rice Bran	17
Mineral Mixture	1
Common Salt	1
Linseed	2
Taramira	4
Molasses	5

1. Each lot of mixed feed should be free from "Aflatoxin". Aflatoxin test report from reputed/certified lab. Must accompany the feed lot supplied to CRI Kasali.
2. Desirable packing size is 25-30kgs. In double layered moisture proof bags.
3. Each batch of the concentrate feed supplied must indicate detail about the Batch No., Date of manufacture and Nett weight.
4. The rate should be quoted for net weight (not gross weight) of the feed duly taking into account the cost of bags also which will be retained in this Institute and for which no extra charges will be paid to the contractor.
5. The tenderer should quote delivery of material at destination (i.e. CRI premises) rate of the feed (i.e. loading & unloading charges will have to be borne by the contractor). The place at which the factory is located should also be mentioned in the tender.
6. Successful tenderer(s) can be asked for submission of two packs weighing 25kgs. each of horse feed, free of cost.
7. It shall be obligatory for the supplier to physically get the individual ingredients and mixing (as per the prescribed formula) inspected by the officer/official deputed by the institute to his manufacturing unit, failing which supply may be liable to rejection.
8. For detailed terms and conditions of tender and contract, please see para (ii) of these tender documents.

(Signatures of Tenderer/Contractor)

FORM FOR SUBMISSION OF TENDERS

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 supply of Concentrate Feed to 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 the supply of Equines(horses/mules) to your institute as under:

Group No	Name of Article	Rate per qtl. (in Figures)	Rate per qtl. (in words)
1.	Concentrate Feed (Horse Feed)		

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

Any other Tax/Charges : 1.
2.

(If applicable, indicate the quantum of tax)

- 1 I/we have gone through and understood the terms and conditions of tenders contracts prescribed in this regard and a copy of the same, duly signed by me/us on each page in token of my/our acceptance of all the prescribed terms and conditions, is enclosed as desired.
- 2 I/we agree that this tender shall remain operative till the end of validity period of tenders as prescribed in the terms and conditions of tenders and contracts, referred to above, and I/we undertake that I/we shall be bound by a communication of acceptance of this tender if and when it is dispatched to me/us with the said validity period.
- 3 The following documents are also sent herewith as per requirements of terms and conditions of tenders and contract.
 - i) **FDR** Receipt No..... date..... for **Rs.1,00,000/-** on account of Earnest Money.
 - ii) Statements, showing my/our movable property, immovable property, bank balances and postal accounts.
 - iii) A list of contracts undertaken by me/us in the past.

Yours faithfully,

Encl: As above

(Signature and address of the Tenderer)

Note: 1 For submission of tenders, the tenderers can use their own printed letter-head form (alongwith purchased tender documents) also if they so desired, but its contents should be exactly on the above lines.

2 In case accepted tenderers fails to supply the material and to complete the contractual obligations in time, the next tenderer will be contacted for supply or as deemed fit by the Director as per tender and contract's terms & conditions.

Part-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	Gross weight of consignment	
10	Nett weight of each item	
11	Permanent Income Tax A/c No.	
12	Status: a) Indicate whether you are LSD or SSI b) Are you registered with DGS&D for the item quoted? If so, indicate whether there is any monetary limit on registration. c) If you are a small scale unit registered with NSIC under single point Registration Scheme, whether there is any monetary limit. d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted. Confirm whether you have attached a photo copy of the registration certificate indicating the items for which you are registered.	
13	a) If you are not registered either with DGS&D or with NSIC please state whether you are registered with Directorate of Industries of State Govt. concerned. b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry.	
14	Please indicate : Name & Full address of your Banker	
15	Please furnish your performance statement	
16	Please state whether you have submitted the Tender Sample (if called for in the Tender Enquiry). If so on what date?	
17	Please state whether you agree to submit advance sample, if called upon to do so within the specified period of 15 days.	
18	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	
19	Business name and Constitution of the firm is 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/	
20	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.	
21	If stores offered are manufactured in India, please state whether all the raw materials components etc. used in their manufacture are also produced in India. If not given details of materials. Components etc. that are imported and their break up of the indigenous and imported components together with their value and proportion it bears to the total value of the stores should also be given.	

22	State whether Raw materials are held in stock sufficient for the manufacture of the stores.	
23	For partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a partnership firm 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.	
24	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.	
25	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	
26	State whether business dealings with you have been banned by Min./Deptt. Of Supply?	
27	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

Part -II : Terms & Conditions of Tender and Contracts for the supply of various articles to 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 a distance of 35 kms. From the nearest Broad Gauge Railway Station at Kalka (Northern Railway) and 13 kms. From the nearest narrow gauge Railway Station at Dharampur – Himachal Pradesh (Northern Railway) and is connected by metalled road with both the places. It is connected with Kalka by another metalled road also which is only 23kms.in length. Locally, the institute is situated at a distance of about 200 meters from the Bus Stand and is connected by metalled road. Motor vehicles can ply upto the delivery points in the Manufacturing Wing and R&T Wing of the institute.

2 Submission of Tenders

a) Method for submission of tenders

Tenders should be submitted in duplicate and should be sent in thick sealed covers superscribed with the words “**TENDER FOR CONCENTRATE FEED (HORSE FEED) (Group Item No.1)**” in the left hand upper corner of the envelopes addressed to the Director, Central Research Institute, Kasauli. Distt. Solan (HP)-173204, India by designation and not to anybody – else by name or by designation. Tenders should be either sent by registered post or dropped into the Tender Box kept under the custody of Stores Officer of this institute for the purpose. Telegraphic tenders as also those tenders which are not submitted in the manner prescribed herein will not be taken for consideration in any cases.

b) Grouping of various articles

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

c) Direction for quoting the rates

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

(ii) 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. While any enhancement in the duty will be payable to the contractor 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

“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”.

- (iv) **Packing Charges**
In case of goods which have to be supplied duly packed, the tenderers should include packing charges in their tendered rates as the packing materials will be retained by this institute and no additional charges on this account will be paid to the contractors.
- d) **Units for quoting the rates**
Tenderers should quote the rates of articles strictly according to the units indicated in the Detailed Tender Notice e.g. per quintal, per kilogram, per set, etc. Rate shall be quoted exclusive of Tax and FOR destination. Tax, if any shall be quoted separately. Any erasing/overwriting shall be signed.
3. **Opening of Tenders**
Tenders must reach the Director of this institute not later than the time and date prescribed for the purpose. Tenders received in time will be opened at this institute at the time and date prescribed for this purpose and will be declared in the presence of tenderers or their representatives who may be present on the occasion, by the Director or any other officer deputed by him for the purpose who will initial and have the tenders received entered in a statement. Tenders received after the prescribed time and date for any reasons whatsoever will not be considered.
In case the date prescribed for the opening of tenders falls on a holiday in this institute, the date for receiving and opening the tenders shall automatically be extended to the next working day of this institute, time and place remaining un-altered.
4. **Validity period of Tenders**
Tenders once submitted must be valid for a period of 180 days from the date of opening thereof. The tenders will not be entitled to withdraw the tenders or to suggest any change therein within the aforesaid period. The tenders will however, be subject to negotiations at the direction of the competent authority. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.
- 5 **Late bids**
Any bid received by purchaser after the deadline for submission of bids prescribed by the purchaser will be rejected and/or returned unopened to the bidder.
- 6 **Earnest Money**
- a) **Furnishing of Earnest Money**
The tenderer must furnish, alongwith the tenders, Earnest Moneys as indicated in the detailed tender notices, in the form of **FDR only** issued by any scheduled Bank in India in favour of Director, Central Research Institute, Kasauli(HP) failing which the tenders will be liable to rejection. Cash amounts, Cheques and Bank Drafts, are not acceptable. In case the firm is participating in different items, the Earnest Money shall be submitted separately for each group.
- b) **Forfeiture of Earnest Money**
- (i) Earnest Moneys of tenderers whose tenders are accepted by the Competent Authority within the period prescribed in Clause No.4 and who fail to execute the contract agreements within the periods mentioned in our letters conveying acceptance of 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.
- (ii) Earnest Moneys will also be liable to forfeiture by the Government if the samples of articles which needs sometime for manufacturing are not supplied by the tenderers concerned within the period and/or on the conditions laid down in Clause No.7 of these terms and conditions.

- c) **Release of Earnest Money**
Subject to the provisions contained in Clause No.6(b), the Earnest Moneys received will be released to the tenderers concerned only after the tenders have been finalized and the contract agreements have been executed by the successful tenderers in the respective groups or on the expiry of the validity period of tenders prescribed in Clause No.4 of these terms and conditions whichever is earlier.
- 7 **Submission of samples of articles with tenders**
The vendor has to supply a pilot sample on receipt of supply order and bulk supply will follow subject to approval of pilot sample.
- 8 **Financial status and property of tenderers**
a) **Financial status of tenderers**
While selecting the tenders for acceptance, the financial status of the tenderers will be taken into consideration in additions to all other, relevant factors. The competent authority whose decision in this behalf will be final and conclusive) reserves to itself the right to reject any tender if in its opinion; the financial status of the tenderer concerned is not sound.
- b) **Submission of property statements by tenderers**
The tenderer must furnish the following statements in duplicate, alongwith the tenders, otherwise the tenders should be liable to rejection:
i) Statement of movable property
ii) Statement of immovable property
iii) Statement of Bank Balances and Postal Accounts &
iv) Statement of contracts undertaken by them in the past
The successful tenderers will again be required to furnish the above mentioned statements duly attested by the competent Civil/military/Bank/Postal authority before or at the time of executing the contract agreements as may be demanded by this Institute.
9. **Acceptance of terms and conditions binding**
The terms and conditions prescribed herein are binding on the tenderers/contractors and they are not allowed to make any change in them. Tenders which propose any additions or alterations in these terms and conditions or do not fulfill these terms and conditions would be liable to rejection. A complete copy of these tender documents, duly signed by the tenderers on each page in token of their acceptance of these terms and conditions must, therefore, be attached to the tender otherwise the tender would be liable to rejection.
- 10 **Negotiation with tenderers**
After opening the tenders no post tender Negotiation will be conducted except in case of deals with the lowest tenderer as per the CVC instructions.
- 11 **Acceptance or rejection of tenders**
The right to accept the tenders will rest with the Director of this Institute, or any other competent authority, who does not bind himself/itself in any way to accept the lowest tenders and reserves to himself/itself the right to accept any tender or to reject any or all the tenders received by him/it without assigning any reason thereof.
- 12 **Communication of acceptance of tenders**
The successful tenderer will, normally, be informed of the acceptance of the tenders within a month of the opening of tenders or as soon thereafter as possible within the period prescribed in Clause No.4 and they will be required to furnish the security deposits to execute the formal contract agreements and to furnish such other documents as are required from them in these terms and conditions, to the Director of this Institute within the periods indicated in the letters conveying the acceptance of their tenders.

13 **Security Deposits**

a) **Amount of Security Deposits**

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

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.

14. **Quality and delivery of supplies**

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

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

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

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

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

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

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

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

17 **Rejection and replacement of supplies**

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

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

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

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

18 **Condition regarding actual purchases of articles**

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

19 **Penalty Clause**

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

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

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

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

Payment of all supplies will be made to the contractors concerned strictly on monthly basis on receipt of bills from them and not on supply-to-supply basis under any circumstances. Bills submitted on supply-to-supply basis will not be entertained and will be returned to the contractors concerned for submission of

consolidated bills for the entire month. The rule of one bill for one month's supply shall have to be strictly observed.

22 **Revocation or cancellation of contracts**

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

23 **Contacting the Purchaser**

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

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

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

25. **Arbitration**

(a) **Appointment of Arbitrators**

Except where otherwise provided in the terms and conditions, of contract, all questions and disputes relating to the meaning of specifications, quality etc. of articles or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, specifications, quality, instructions, orders, or these conditions or otherwise concerning the supplies, or the execution or failure to execute the same whether arising during the period of 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 of any of the matters in dispute of difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, the Director General of Health Services shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the state at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Director General of Health Services as aforesaid should act as arbitrator and it, for any reason that is not possible, the matter is not to be referred to arbitration at all.

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

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

(c) Extension of time for making arbitration awards

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

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

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

NOTE: ONLY ONE SAMPLE AND ONE RATE FOR PARTICULAR GROUP WILL BE ACCEPTED (AS PER SPECIFICATIONS)

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, KASAUJI
DISTT. SOLAN(HP) - 173204

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

Dated the:

To

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.....
.....