



Government of India
Ministry of Agriculture & Farmers Welfare
Department of Animal Husbandry, Dairying & Fisheries
C.C.S. National Institute of Animal Health
Baghpat, Uttar Pradesh-250609
Ph: 0121-2222472, Tele-fax: 0121-2222291
E-mail: ccs.niah@gov.in; Website: <http://www.ccsniah.gov.in>
An ISO 9001:2015 certified organization

F. No: 3/2/2016-17/CCSNIAH
Dated: 03/04/2018

e-Tender Call Notice

e-Tender in **Double Bid System** are hereby invited from reputed agencies for **“Supply of filters for HVAC Plant system”** at CCS National Institute of Animal Health, Baghpat (U.P) meeting the pre-qualifying criteria for the items mentioned below through online bidding on the website <https://eprocure.gov.in/eprocure/app> having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

TIME SCHEDULE OF TENDER:

S/No.	Particulars	Date
1.	Tender e-Publication date	03.04.2018
2.	Document download start date	03.04.2018
3.	Document download end date	24.04.2018
4.	Bid Submission start date	03.04.2018
5.	Bid Submission end date	24.04.2018
6.	Tender Opening Date	25.04.2018

CONTRACT DATA

(A) GENERAL INFORMATION:

S/No.	Item	Details
1.	Name of the work	“Supply of filters for HVAC Plant system” at CCS National Institute of Animal Health, Baghpat (U.P)
2.	Employer	CCS National Institute of Animal Health
3.	Employer’s Representative	Head of Office
4.	Accepting Authority	Director, CCS National Institute of Animal Health
5.	Executing Authority	Head of Office

BID INFORMATIONS:

S/No.	Item	Details
1.	Intended completion period/ Time period assigned for completion	01 (One) Year from the date of Commencement of the service.
2.	Earnest Money Deposit	₹20,000/-
3.	Bid validity period	90 days from opening of Tender
4.	Currency of Contract	Indian Rupee
5.	Language of Contract	English
6.	Estimated Cost	Rs. 10,00000/-

1. Bid documents consisting of e-Tender Notice, Instruction to Tenderers for online bid submission, General Conditions of Contract (GCC), Terms and Conditions of Contract and Tender Schedule, Scope of Work, Bill of Quantity (BOQ) in prescribed .xls format and Submission of Offer and the set of terms and conditions of contract and tender details can be seen on the website: <https://eprocure.gov.in/eprocure/app>.
2. Online Bids must be accompanied by Scanned copy (PDF Format) of Tender Fee, Earnest Money Deposit (EMD).
3. For effecting the Bid, the Tenderer will deposit the EMD of Rs.20,000/- in the form of Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks located in the country and payable to "**Pay & Accounts Officer (Extension), Department of Agriculture Cooperation, New Delhi**". Any tender not accompanied with Earnest Money will be rejected. The hard copy of the original instrument in respect of earnest money must be delivered to the Director, CCS National Institute of Animal Health, Baghpat-250609, UP on or before bid opening date/time as mentioned in the critical date sheet.
4. The Bid documents will be available on the website: '<https://eprocure.gov.in/eprocure/app>. for online bidding.
5. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
6. All Bids are to be submitted online on the website <https://eprocure.gov.in/eprocure/app> No Bid shall be accepted off-line. The Bids shall be received only "online" as per Time Schedule of Tender at Sl. No. 4.
7. After opening of Technical Bid, the original documents as per requirement of the e- Tender Document will be verified by CCSNIAH.
8. After evaluation of bid, all the bidders will get the information regarding their eligibility / pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal.
9. The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by Bid Openers with their Digital Signature Certificate (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
10. Other details can be seen in the bidding documents.
11. The authority will not be held responsible for any technical snag or network failure during on-line bidding. It is the bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender website. Under any circumstances, CCSNIAH shall not be liable to the tenderer for any direct / indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
12. The authority reserves the right to reject any or all tenders without assigning any reasons thereof and shall also not be bound to accept the lowest tender.
13. If the documents as per Notice Inviting Tender (NIT) are not submitted along with the bid or shortfalls are noticed, then the offer will be summarily rejected and no correspondence in this
14. Regard is to be entertained from any Bidder.
15. For any clarifications, if required, please contact to Head of Office, CCSNIAH, Baghpat (email: ccs.niah@gov.in).

Sd/-
Head of Office
CCSNIAH, Baghpat

INSTRUCTIONS TO TENDERERS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

Registration:

- I. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrolment” option available on the home page. Enrolment on the CPP Portal is free of charge.
- II. During enrolment / registration, the bidders must provide the correct/true information including valid email-id & mobile No. All the correspondence shall be made directly with the contractors/bidders through e-Mail-id provided.
- III. As a part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- IV. For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/ Smart Card.
- V. Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- VI. Only one valid DSC must be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and must ensure safety of the same.
- VII. Bidders can then log into the site through the secured login by entering their user ID /password and the password of the DSC / e-Token.

Note : Those who are already enrolled need not to go through the above steps.

Preparation of Bids:

- I. For preparation of bid, bidders shall search the tender from published tender list available on site and download the complete tender document and must take into account corrigendum if any published before submitting their bids. After selecting the tender document same shall be moved to the ‘My favorite’ folder of bidders account from where bidder can view all the details of the tender document.
- II. Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- III. For any clarifications, if required, they have to go through the contact details given in the tender document.
- IV. Bidders must get ready in advance for the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats.

Submission of Bids:

- I. Bidder must log into the site well in advance for bid submission so that he/ she uploads the bid in time i.e. on or before the bid submission time.
- II. Bidder must prepare the EMD as per the instructions specified in the e-Tender Notice. The originals must be submitted to the Tender Inviting Authority within the specified time, if specifically requested.
- III. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.
- IV. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender details according to specified cover.
- V. Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- VI. Bidders shall download the Bill Of quantity, in xls format and save it without changing the name of the file. Bidder shall quote their rates in figures only in the green background cells, thereafter save and upload the file in financial bid cover (Price bid) only. The bidders are cautioned that while uploading of the financial bid, Macros in .xls must be enabled to see the word representation of figures.
- VII. Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- VIII. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid.
- IX. Bidder must follow the server time that is being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission and bid opening etc., in the e-tender system.
- X. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

Assistance to Bidders:

- I. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Head of Office, CCSNIAH (the tender inviting authority), Baghpat (Tel: 0121-2222472, email: ccs.niah@gov.in).
- II. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP portal Helpdesk Mobile no +918826246593 Tel: The 24X7 Help Desk Number 0120-4200462;0120-4001002

1. GENERAL CONDITIONS OF CONTRACT:

- i. The Schedules of the Tenders forms should be uploaded duly filled. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the Tenderer.
- ii. The Tenderer is being permitted to give Tenders in consideration of the stipulations on his part that after submitting his Tenders, he will not resile from his offer or modify the terms and conditions thereof. If the Tenderer fail to observe and comply with the foregoing stipulation, the aforesaid amount of EMD will be forfeited by the CCS NIAH. In the event of the offer made by the Tenderer not being accepted, the amount of earnest money deposited by the unsuccessful Tenderer will be refunded to him in the manner prescribed by the Institute.
- iii. The Tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the Tenders is not fully filled in. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. Conditional tenders will not be accepted.
- iv. The Director, CCSNIAH reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the Tenderer.

2. ELIGIBILITY CRITERIA/ PRE QUALIFICATION:

The following documents are required to be enclosed with the tenders form:-

- i. Registration Certificate of the firm with the appropriate State/local Government.
- ii. Minimum turnover of the firm not less than 25 lakhs per year during the last two financial years in book of account for such work/services. Certified copies of the balance sheet for last two years- FY-2015-16 and FY-2016-17 from registered chartered accountant. In case of newly registered firms, financial standing of minimum Rs. 30 Lakhs may be exhibited. Annual turnover of the Bidder as per Annexure-‘II’
- iii. Catalogue of items with product technical details;
- iv. Latest test reports from Govt/NABL accredited test lab for the products covered under the tender must be provided.
- v. List of in-house testing & inspection equipments as also list of test for which testing of the products is done from outside test houses. Name out the national/international standards as per which testing of the offered products is carried out.
- vi. Copy of PAN No.
- vii. Copy of GST Certificate
- viii. Tender Acceptance Letter on company letterhead
- ix. Duly filled assessment Performa at Annexure I- (check-list) attached with required documents and certificates.

However, CCSNIAH reserves the rights to seek any document in original in respect of License / I.T. Return /Experience etc. for verification at any stage of Tender process.

3. PRELIMINARY EXAMINATION:

- i. The CCS NIAH will examine the tenders to determine whether any computational errors have been made, whether required sureties have been furnished and whether the tenders are generally in order. The arithmetical errors will be rectified on the following basis. If there is a discrepancy between unit prices and the total price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its tender will be rejected, and its earnest money will be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- ii. The CCS NIAH may waive any minor informality, non conformity, or irregularity in a tender which does not constitute a material deviation, provided same does not prejudice or affect the relative ranking of any tenderer.
- iii. Prior to the detailed evaluation, the CCS NIAH will determine the substantial responsiveness of each tender to the tender documents without material deviations.
- iv. If the tender is not substantially responsive, it will be rejected by the CCSNIAH and may not subsequently be made responsive by the tenderer by correction of the non conformity.

4. EVALUATION CRITERIA:

- i. Technical criteria:- Bids of only those bidders who fulfils all the eligibility criteria will be evaluated. Financial bids will be evaluated separately.
- ii. **Financial Criteria:** Bids of only technically qualified bidder will be evaluated. Lowest quoted cumulative rate of technically qualified bidder who has quoted prices for all items as mentioned in column Annexure III would be considered for selection subject to satisfaction of competent authority. The quoted rates should be FOR CCSNIAH, Baghpat and should include all costs including packaging, freight, GST etc.
- iii. Only the bids which have quoted for all items will be considered. Partial bids will be rejected.

5. AWARD CRITERIA:

The CCSNIAH will issue the purchase order to the successful Tenderer whose tender has been determined to be substantially responsive and finalized based on the suitability of the agency with reference to the prescribed criteria and competitiveness of the price quoted provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily. However, if the terms and conditions are not found as per the prescribed norms, the claim of the lowest quotee will be ignored. The validity of rates tendered in the bid shall be for a minimum period of one year from the date of tender is finalized/awarded, **Prices quoted by the tenderer shall remain fixed for one year and shall not be subject to variation on any account.** The quantity of the filters may increase or decrease as per the requirement.

6. PACKAGING:

- a) The filters shall be packed individually. Each filter is first packed in a good quality polythene bag and then in a rigid corrugated carton with side plates on both sides of the filter. The filters shall be placed in the carton in such a way that the pleats of the filter are vertical when the carton is in the normal shipping orientation, as indicated by arrow marks printed on the cartons. The corrugated cartons shall have printed legends like 'FRAGILE' / HANDLE WITH CARE' / 'THIS SIDE UP' to ensure safe handling, storage and transportations. The serial number of the filter packed inside shall be marked on the outside of the carton.
- b) In any case, the supplier shall be responsible for proper packing and delivery of the stores and

in the event of any loss, damage, breakage or leakage due to insufficient or defective packing, the supplier shall replace the stores or make good the loss on receipt of intimation thereof from the CCSNIAH and within the time specified in the intimation. The decision of CCSNIAH as to whether the loss, breakage, or leakage has been caused due to insufficient or defective packing shall be final and binding upon the supplier. The CCSNIAH shall be at liberty to purchase such stores at the risk and cost of the supplier in the event of his failure to replace the stores or make good their loss within the specified time of the intimation and the provision of Risk Purchase Clause shall apply to such purchases. Delivery of the stores shall not be considered complete till they have been inspected, weighed, counted and passed by the CCSNIAH.

7. WARRANTY

- a) The supplier warrants that the System and services provided under the contract are based on new, unused, latest, most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all services/systems supplied under this contract shall have no defect, arising from design, materials, or workmanship except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied system in the conditions prevailing in the Board.
- b) The stores shall carry standard guarantee/warranty for a period of at least 12 months after final inspection from the date of successful commissioning and handing over to the consignee at site or 15 months from the date of supply.
- c) The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d) Upon receipt of such notice, the supplier shall immediately repair or replace the defective system without any cost to the purchaser.
- e) If the supplier, having been notified, fails to remedy the defect (s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

8. CHANGE ORDERS

- a) The purchaser may at any time, by a written order given to the supplier make changes within the general scope of the contract in any one or more of the following:
 - i. the place of delivery/installation; and/or
 - ii. the services to be provided by the supplier,
 - iii. the mode/method of dispatch and packing.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's performance of any provision under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's receipt of the purchaser's order.

9. STANDARDS:

- a) The services provided under this contract shall conform to the standards mentioned in the Technical Specifications.

10. TRANSPORTATION :

- a) The transportation costs etc. to transport the items to the consignee's place shall be borne by the tenderer.

11. INSPECTION AND TESTS:

- a) The Purchaser or its representative shall have the right to inspect and/or to test the Goods for their conformity to the Contract specifications at no extra cost to the Purchaser.
- b) The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data – shall be furnished to the inspectors at no cost to the Purchaser.
- c) Should any Goods during inspection/testing fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make necessary alterations to meet specification/requirements free of cost to the Purchaser.
- d) The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Purchaser's Site shall in no way be limited or waived on the plea that Goods have previously been inspected, tested and passed by the Purchaser/its representative prior to the delivery of Goods.

12. TERMS AND MODE OF PAYMENT:

- a) The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date and stamp, to respective consignee/s. Payment is released normally within 30/45 days subject to receipt of goods to the entire satisfaction of the Purchaser. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and fulfilling all the obligations by the supplier under the contract.
- b) The supplier shall furnish important documents while claiming payment such as:-
 - i) Original invoice in duplicate and delivery challan;
 - ii) Packing list identifying contents of each package;
 - iii) Manufacturer's/Supplier's guarantee/warranty certificate;
 - iv) Manufacturer's in-house testing certificate.
 - v) Any other document as the Purchaser may require.
- c) Payment shall be made subject to recoveries, viz., liquidated damages or any other penal charges/recoveries under the provisions of contract.
- d) No interest shall be payable on payment due to supplier.
- e) Any statutory requirement for tax deduction at source will be made applicable to the bills payable to the Supplier as per Govt notification from time to time.

13. LIQUIDATED DAMAGES CUM PENALTY:

a) In the event of failure to execute any supply order within the stipulated delivery period indicated in the delivery advices concerned in line with the delivery clause, liquidated damages cum penalty at the rate of 0.5% per week or part thereof subject to maximum of 7.5% of the value of goods in respect of which default of delivery taken place, will be levied by the Purchaser from the bills/other pending bills of the supplier. The default may also lead to cancellation of the contract which will solely at the discretion of Purchaser.

14. TERMINATION FOR DEFAULT:

a) The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser

15. TERMINATION FOR INSOLVENCY:

a) If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation whatsoever subject to further condition that such termination will not prejudice or affect the rights and remedies which would have accrued and / or will accrue thereafter to the purchaser.

16. TERMINATION FOR CONVENIENCE:

a) The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

b) The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:

- i) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and/or
- ii) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.
- iii) In the event of the purchaser terminates the contract in whole or in part, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.
- iv) Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

17. FAILURE TO SUPPLY AND RISK PURCHASE CLAUSE:

a) If the supplier fails to supply any stores in accordance with the terms and conditions herein provided and those agreed with the CCSNIAH, or fails to replace the stores as may be rejected by the CCSNIAH, within the time stipulated, the CCSNIAH shall at the risk and cost of

supplier and without any notice or reference to him be entitled to purchase such stores (of the same specifications) from any other source and at such price as the CCSNIAH shall in their sole discretion think fit and if such price shall exceed the rate set out in contract, the supplier shall be liable to pay to the purchaser the difference between the price at which such stores have been purchased by the CCSNIAH and at the price set out in the contract plus 10% overheads. The risk purchase and payment of difference with overheads in terms thereof shall not absolve the supplier from the liability to pay damage as may be suffered and claimed by the CCSNIAH due to the failure of the supplier to make timely and proper delivery of the contracted stores.

- b) Provided however, if such failure referred to in clause (a) above shall have arisen from an act of God or disorganization of public transport, thunder, flood, earthquake or any other inevitable or unforeseen circumstances beyond human control including any cause directly or indirectly interfering with the supply of raw materials such as limitation of import license or any other cause which the CCSNIAH may admit as reasonable ground for non-supply in time as may be justified by the circumstances of the case, the purchaser may forego the claim for any such loss or damage.

18. CCSNIAH RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:

- a) The CCSNIAH reserves the right to accept or reject any tender, and to annul tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or tenderers or any obligation to inform the affected Tenderer or tenderers of the grounds for the CCSNIAH's action.

19. NOTIFICATION OF AWARD:

- a) Prior to the expiry of the period of tender validity, the CCSNIAH will notify the successful Tenderer in writing by registered letter or by cable for awarding contract, to be confirmed in writing by registered letter, that its tender has been accepted.
- b) The notification of award will constitute the formation of the contract.

20. INCIDENTAL SERVICES:

- a) The supplier may be required to provide any or all of the following services, including additional services, as specified in Technical Specifications.
- b) Performance or supervision of on-site installation, etc. of the system.
- c) Furnishing of tools required for assembly and/or maintenance of the System.
- d) Furnishing of detailed operations and maintenance manual for each appropriate unit of system.

21. SECURITY MONEY:

- a) If Tenderer does not accept the offer, after issue of letter of award by CCSNIAH within 15 days, the offer made shall be deemed to be withdrawn without any notice and Earnest money forfeited.
- b) Within fifteen (15) days on receipt of the Notification of contract award, the successful tenderer shall furnish to the CCSNIAH the Security Deposit equivalent to 10% value of the purchase order amount DD/PO/Bank Guarantee/FDR payable to "Pay & Accounts Officer (Extension), Department of Agriculture Cooperation, Shastri Bhawan, New Delhi"
- c) The performance security so deposited should have validity of eighteen months from the date of signing of agreement.

- d) No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
- e) The proceeds of the Security Deposit shall be payable to the purchaser as compensation for any loss resulting from the Supplier's failure to complete the obligations under the contract.
- f) Failure of the successful Tenderer to sign the contract and/or furnish the Security Deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.
- g) The Security Deposit will be discharged by the purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations under the contract, including any warranty obligations.

22. RESOLUTION OF DISPUTES:

- a. The CCSNIAH and the agency shall make every effort to resolve amicably by mutual consultation/direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- b. In case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, CCSNIAH. The decision of the sole Arbitrator as appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
- c. For resolution of disputes, appropriate legal action shall be initiated in consultation with the Department of Legal Affairs, Government of India and will be dealt in Baghpat only. Relevant sections of Indian laws as amended from time to time shall be applicable and binding on the tenderer.
- d. Decision of the Director, CCSNIAH shall be final for any aspect of the contract and binding to all parties.

23. ACCEPTANCE:

Acceptance both provisional and final regarding the contract will be by the Director, CCS National Institute of Animal Health, Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture and Farmers Welfare, Government of India, Baghpat, Uttar Pradesh-250 609 or his authorized representative.

Sd/-
Head of Office
CCSNIAH, Baghpat

Check list for providing the Vehicle at C.C.S. NIAH, Baghpat

S. No.	Particulars	To be filled in by the tenderer
1.	Name and address of the Agency:	
2.	Details of EMD	Details of EMD i. Amount ii. Draft No..... iii. Date..... iv. Issuing Bank.....
3.	Registration Certificate of the firm with the appropriate State/local Government	
4.	Copy of PAN No	
5.	Copy of the IT returns for last two Financial Years	
6.	Copy of GST	
7.	Catalogue of items with product technical details;	
8.	Latest test reports from Govt/NABL accredited test lab for the products.	
9.	List of in-house testing & inspection equipments as also list of test for which testing of the products is done from outside test houses. Name out the national/international standards as per which testing of the offered products is carried out.	
10.	Tender Acceptance letter on company letterhead	

Note: It is mandatory to attach the attested copy of required certificates/proof with above information.

ANNEXURE – II

Turnover of my/our Firm M/s_____ for the items offered in the tender duly certified by the Chartered Accountant is furnished below for the FY 2015-16 & 2016-17:

S. No.	FY	Turnover (in Rs)
2	2015-2016	
3	2016-2017	

Signature with name of Chartered Accountant

Membership No. of CA Seal of CA's Firm

TENDER ACCEPTANCE LETTER

To be given on company letter head

To

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

Sub: Acceptance of terms and conditions of tender

Tender reference No:

Name of tender / Work:-

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

Dear Sir,

- 1. I / We have downloaded / obtained the tender document (s) for the above mentioned ‘Tender / Work’ from the web site (s) namely:

.....
.....

As per your advertisement, given in the above mentioned websites (s)

- 2. I / We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure (s), schedule (s) etc.,) which form part of the contract agreement and I / we shall abide hereby by the terms / conditions/ clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department / organization to have also been taken into consideration, while submitting this acceptance letter.
- 4. I / We do hereby declare that our firm has not been blacklisted/ debarred by any govt. Department / Public sector undertaking.
- 5. I / We certify that all information furnished by the our firm is true and correct and in the event that the information is found to be incorrect / untrue or found violated, then your department / organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully

(Signature of the bidder, official Seal)

Specification of Filters

S.No	Filter Type	Size	QTY
1	Certified and validated, Pre Filters, EU 4, construction made out of aluminum frame flange type for AHU, efficiency 90% down to 10 micron. Media washable non woven synthetic media support by aluminum frame mesh finish with HDPE mesh on other side. Each filter will be inspected individually for dimension and overall rigidity. Each filter may also be inspected individually for air flow capacity at the premises of Supplier at his own cost	610mm x 610mm x 200mm	25
2		610mm x 305mm x 200mm	6
3		610mm x 305mm x 50mm	26
4		610mm x 610mm x 50mm	52
5		305mm x 305mm x 50mm	1
6	Certified and validated, Fine, EU 8 construction made out of aluminum frame flange type for AHU, efficiency 99% down to 3 micron. Media washable non woven synthetic media support by aluminum frame mesh finish with HDPE mesh on other side Each filter will be inspected individually for dimension and overall rigidity. Each filter may also be inspected individually for air flow capacity at the premises of Supplier at his own cost	610mm x 610mm x 300mm	73
7		610mm x 305mm x 300mm	30
8	Certified and validated, HEPA filters. Scope of offer covers manufacture, testing at works, packing and delivery of HEPA filters to site as per following specifications: Hepa filters EU 13 construction made out of aluminum frame (flange type) high flow for AHU efficiency 99.97% down to 0.3 micron. Media imported submicronic fiber glass paper.	610mm x 610mm x 300mm	71
9		610mm x 610mm x 150mm	10
10		610mm x 305mm x 300mm	28