

**Directorate of Fisheries Himachal Pradesh.**

**e-Procurement Notice.**

**INVITATION FOR BIDS (IFB)**

1. The Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur invites online bids, in electronic tendering system, in two covers, on item- wise rates for the gill nets from the eligible principal manufacturers/suppliers :-

<b>Sr. No.</b>	<b>Name of Item</b>	<b>Quality criteria</b>	<b>Tentative Quantity (KG)/ Tentative expenditure(Rs)</b>
<b>Total tentative amount of tender:- Rs. 15.00 lakh</b>			
1.	<b><u>Gill Nets</u></b> Gill Net webbing made of superior quality nylon.	Made from Virgin Grade pure Nylon <b>Monofilament</b> of 0.28 mm dia (equivalent to 210/1/3) Mesh size 5"-9"	1050KG/ 4.40 lacs
2.	<b><u>Gill Nets</u></b> Gill Net webbing made of superior quality nylon.	Made from Virgin Grade pure Nylon <b>Monofilament</b> of 0.32 mm dia (equivalent to 210/2/3) Mesh size 5"-9"	800KG/ 3.40 lacs
3.	<b><u>Gill Nets</u></b> Gill Net webbing made of superior quality nylon.	Made from Virgin Grade pure Nylon <b>Multifilament</b> of 0.28 mm dia (equivalent to 210/1/3) Mesh size 5"-9"	290KG/ 1.00 lacs
4.	<b><u>Gill Nets</u></b> Gill Net webbing made of superior quality nylon.	Made from Virgin Grade pure Nylon <b>Multifilament</b> of 0.32 mm dia (equivalent to 210/2/3) Mesh size 5"-6"	2200KG/ 6.25 lacs
<b>Firms are required to quote the rates for all the items, otherwise their tender shall be rejected. The committee will compare and decide the rates quoted by the firms both on consolidated basis and item-wise.</b>			

2. **Availability of Bid Document and mode of submission** : The Bid document is available online and bid should be submitted in online mode on website <https://hptenders.gov.in> Bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). "Aspiring bidders who have not obtained the user ID and password for participating in e-tendering in this Department may obtain the same from the website : <https://hptenders.gov.in> Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender.

### 3. Key dates:

1.	Date of Online Publication.	<b>20-07-2019</b>
2.	Document Download Start and End date(s).	<b>20-07-2019, 18:50 Hrs. upto 20-08-2019, 10:30 Hrs.</b>
3.	Bid submission start and end date(s).	<b>20-07-2019, 18:50 Hrs. upto 20-08-2019, 11:00 Hrs.</b>
4.	Physical submission of EMD & cost of tender document.	<b>20-08-2019, 11:00 Hrs.</b>
5.	Date of Technical Bid Opening.	<b>20-08-2019, 11:30 Hrs.</b>
6.	Date of opening of financial bid.	<b>To be announced on 20-08-2019</b>

### 4. **TENDER DETAIL**

The tender documents shall be uploaded online in 2 covers :-

- i) Cover-1: shall contain scanned copies of all 'Technical Documents/Eligibility information.
  - ii) Cover-2 : shall contain 'BOQ/Financial Bid', where supplier will quote his offer for each item(**on-line only**).
5. **SUBMISSION OF ORIGINAL DOCUMENTS** : The bidders are required to submit (a) original demand draft towards the cost of bid document and (b) original bid security/earnest money deposit (EMD) and other technical documents in the office of Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, as specified in key dates at Sr.No.4 above on tender opening date, failing which the bids will be declared non-responsive.
6. **BID OPENING DETAILS** :- The bids shall be opened on **20-08-2019 at 11:30 AM.** in the office of Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, by the tender opening committee. In their interest the tenderers are advised to be present along with original documents at the time of opening of tenders. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
7. **The bids shall remain valid for acceptance for a period not less than 120 days after the deadline date for bid submission.**
8. Other details can be seen in the bidding documents. The officer inviting tender shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates. The employer shall not be liable for any information not received by the bidder. It is the bidders responsibility to verify the website for the latest information related to the tender.

FOR FUTHER ENQUIRY IN THIS REGARD PLEASE CONTACT DIRECTOR- cum- WARDEN OF FISHERIES HIMACHAL PRADESH DIRECTORATE OF FISHERIES, BILASPUR, HIMACHAL PRADESH-174001, TELEPHONE NOS.01978-224068 & 223212, FAX NO.01978-224068 AND ALSO VISIT OUR WEBSITE

<https://hptenders.gov.in>

**Email :-** fisheries-hp@nic.in

## INSTRUCTION TO TENDERERS

1. The tenderer will have to make payment of **Rs.500/- (Five hundred)** in the shape of bank draft payable at Bilaspur HP drawn in favour of **Deputy Director of Fisheries (Hqr) Bilaspur, HP-174001**. The tenderer is required to upload the bank draft along with technical bid and furnish the same on or before the date of opening of tender.
2. **Bid security of Rs 50,000/- (Fifty thousand only)** in the shape of Fixed Deposit Receipt only, duly **pledged in favour of Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur-174001** should be furnished on or before the date of opening of tender. The bid security of unsuccessful bidder(s) **shall be refunded to them at the earliest after the expiry of final validity period of the bid as stipulated in the tender document and the bid security of successful bidders shall remain in the custody of the Department till the completion of contract.**
3. The tenderer will have to submit their “**Technical Bid**” and “**Financial Bid**” in two separate covers **online** as specified in the NIT.
4. In the “**Technical Bid**”(cover-I) bidder is required to **upload online** the scanned copies of following documents **duly attested/ self attested.**
  - a) Letter of authorization, in case representative is sent to participate in the tender opening process.
  - b) Bank draft for “**Cost of Tender**” payable at Bilaspur HP drawn in favour of Deputy Director of Fisheries (Hqr) Bilaspur, HP-174001.
  - c) “**Bid Security**” in shape of Fixed Deposit Receipt only, **duly pledged in favour of Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur-174001**
  - d) Registration under GST Act-2017.
  - e) Income tax return for the assessment year 2018-19.
  - f) PAN Number.
  - g) Proof regarding dealing in supply/ manufacturing or authorized dealership from manufacturer(s)/ supplier(s)/ firm(s) for the period of tender, of the items for which rates quoted .
  - h) Complete Tender document ( including instructions to tenderers, **Annexure-I &II** and agreement) duly signed (each page) by the tenderer.
5. In the “**Financial Bid**” (**Cover-II**)(**only online**) the rates should be quoted by the tenderer in the “**Bills of Quantity (BOQ)/Price schedule**” in figures and words. If there is any discrepancy in the rates between figure & words, the rate quoted in words will be taken as correct for the purpose of evaluation.
6. The tenderers shall also have to produce **original/attested/self attested copies alongwith samples**, physically, of the following documents at 11.00 AM before the time of opening of Technical Bid/ tenders :-
  - a) Letter of authorization, in case representative is sent to participate in the tender opening process

- b) Bank draft for “**Cost of Tender**” payable at Bilaspur HP drawn in favour of Deputy Director of Fisheries (Hqr) Bilaspur, HP-174001
- c) “**Bid Security**” in shape of Fixed Deposit Receipt only, **duly pledged in favour of Director cum-Warden of Fisheries Himachal Pradesh**, Bilaspur-174001
- d) Copy of registration under GST Act-2017.
- e) Copy of Income tax return for the assessment year 2018-19.
- f) Copy of PAN Number.
- g) Proof regarding dealing in supply/ manufacturing or authorized dealership from manufacturer(s)/ supplier(s)/ firm(s) for the period of tender, of the items for which rates quoted .
- h) Complete Tender document (including Instructions to tenderers, **Annexure-I &II** and agreement) duly signed (each page) by the tenderer.

7. First of all “**Technical Bid**” will be opened by the TOC online. Non-submission/incomplete submission of any of the required documents **shown at Sr. No.4(a to h) and** Non-submission/incomplete submission of any of the required documents **shown at Sr. No.6(a to h)** physically or if documents submitted online/ physically are found invalid/ mismatching by TOC, the tenderer shall disqualify and his “**Financial Bid**” shall not be opened.

8. In the event of quotations being submitted by a firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so or in the case of a company the quotations should be executed in the manner laid down in the said Company’s Article of Association. The signatures on the quotations should be deemed to be authorized signatures.

9. No tender will be considered unless and until all the documents including **tender document** are properly signed.

10. The detailed specification of intended items in the NIT is as under :-

Sr. No.	Name of Item	Quality criteria	Tentative Quantity (KG)/ Tentative expenditure(Rs)
<b>Total tentative amount of tender:- Rs. 15.00 lakh</b>			
1.	<b><u>Gill Nets</u></b> Gill Net webbing made of superior quality nylon.	Made from Virgin Grade pure Nylon <b>Monofilament</b> of 0.28 mm dia (equivalent to 210/1/3) Mesh size 5"-9"	1050KG/ 4.40 lacs
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<b>Firms are required to quote the rates for all the items, otherwise their tender shall be rejected. The committee will compare and decide the rates quoted by the firms both on consolidated basis and item-wise.</b>			

10-A **Samples :- 4 sets of samples 100gm each showing mesh size of gill net** duly sealed and marked with sufficient space for signature of all the TOC members, off all the above items given in the tender document are required to be furnished before the time of opening of tender, failing which tender will be rejected summarily.

11. The rates quoted should be strictly according to the specification(s) inclusive of all taxes for **“Free Delivery”** at required places within the jurisdiction of Himachal Pradesh (FOR destination).

12. **The tender offer shall remain open for acceptance up to 120 days from the date of opening of tender.**

13. The material may be inspected by the authorized officer before the dispatch of the material (**Pre-dispatch inspection**) and at the time of delivery of material (**Post -dispatch inspection**).

14 No revision of rates or escalation of price due to any reason(s) will be accepted after tenders are opened. The successful tenderer will have to supply the materials at the accepted rates only during the contract/rate running contract period.

15. In the event of tender being accepted, the quotations will be converted into a contract which will be governed by the conditions given in Schedule “B” read with these instructions. **The tenderer is required to sign the agreement.**

16. The tenderer should indicate in which capacity, the tender offer is signed and full name and address should be indicated in Block letters.

17. Warranty/Guarantee against any manufacturing defect as usual for a definite period of at-least one year from the date of supply/ delivery.

18. No guarantee can be given to actual quantity. The quantity mentioned in the tender is tentative, which may be increased or decreased subject to actual requirement by Director-cum-Warden of Fisheries, HP.

19. The tenderer may be required to produce documentary evidence in token of their ownership or partnership or authority to sign on behalf of registered firm.

20. The rates quoted by the tenderer should be firm & valid up to the rate running Contract period.

21. The Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, HP reserves the right to accept or reject any or all the tenders without assigning any reasons.
22. Conditional tender such as increase in wage rates, taxes or duties etc. will be charged extra, will stand disqualified and will not be accepted.
23. Tender offer submitted by post or courier (off-line) will not be accepted.
24. The successful tenderer on award of the contract irrespective of his registration status shall have to deposit **Performance security** as per the prevailing rules in the form of Demand Draft or Fixed Deposit Receipt only, duly pledged in favour of Director –cum-Warden of Fisheries, HP, Bilaspur-174001.
25. Performance security shall remain in the custody of the Department for warranty period of one year to the best of the satisfaction of the Department.
26. Tender will be valid up to **31-03-2020** and may be extended by Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur,
27. If the party fails to supply the items/ material within the specified time, the party may be banned/ blacklisted for one or more than one year with the forfeiture of the S/D and item may be purchased from any vender at the risk & cost of the party.
28. If the accepted tenderer fails to supply the full quantity of the materials ordered of approved quality at the accepted rates as per specified period on the receipt of firm order liquidated damages at the rate of **half percent** per week or part thereof for Four weeks will be levied on the total value of delayed supplies thereafter @ **one percent** per week or part thereof for next 10 weeks, subject to maximum of 12% of the total value of stores delivered late and the same can be deducted from the security deposit or from the bills payable to the contractor. It will be open for the Department to go in for the purchase of the materials from any other sources and excess amount paid to the other party(s), if any will be deducted from the security deposit or from what-so-ever sources available to the Department including bills pending for payment.
29. Any attempt of negotiations direct or indirect on the part of the tenderer with the authority to whom he has submitted his tender offer or the authority which is competent to finally accept it after he has submitted his tender offer or any endeavor to secure any interest for an actual or prospective tenderer will render the tender liable to exclusion from consideration.
30. In future correspondence, Tender Notice Number and date may be quoted failing which correspondence will be ignored.
31. Submission of tender in response to this tender notice alongwith acceptance thereof by the Department will form “**VALID CONTRACT**” and the conditions mentioned in the tender notice will be binding on the accepted tender.
32. Bid security/ performance security is liable to be “**Forfeited**” as the case may be, if the tenderer:-
  - a) Withdraws tender offer before finalization of the same.
  - b) Fails to accept the tender offer, if his/ their tender is accepted.
  - c) Fails to pay security deposit within stipulated time limit.
  - d) Fails to execute the agreement within stipulated time limit.

- e) Fails to fulfill the supply as per requirement of the Department.
- f) Fails to supply the material as per specifications.
- g) Samples of the material supplied are not found as per norms.

33. **PRICE FALL CLAUSE**- The offer of rates by the tenderer will be subject to the price fall clause i.e. if any item is offered at a lower rate by the tenderer at any other State/ place in India, he shall not charge higher rate for the item offered in the tender. In the event of higher rates offered by such tenderer, the rates so offered by such party can be rejected at any stage.

34. **ANNULMENT OF AWARD** : - Failure of successful bidder to submit security deposit shall constitute sufficient ground for the annulment of the award and forfeiture of bid security in which event Department may make award to any other bidder at its own discretion or call for new bids.

35. **INSPECTION AND TESTS OF GOODS**: - The material shall be inspected by the officers of the Department at the time of delivery of material and in case it is found sub-standard, the tenderer will have to replace the material. It is the responsibility of the supplier to remove the rejected material at his own cost and risk. No payment shall be made to the supplier for rejected material. The Department shall have the right to inspect the material at any time and send it to laboratory for test regarding quality of the material subject to detail and specification. No payment shall be made for goods rejected during inspection.

36. **PAYMENT TERMS** : The payment for supply of items mentioned in the tender document shall be made after satisfactory establishment/ supply duly verified by consignee. The following documents are required for making the payment:-

- a) Bill/ invoice.
- b) Receipt certificate of material duly signed and verified by the consignee.
- c) No interest on any deferred/ delayed payments arising out this contract shall be payable in any case whatsoever.
- d) Paying authority will be Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur.

37. The Tenderer/ supplier will be liable to supply the material as described in the tender notice. The Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, reserves himself the right to purchase material for contracted items required anywhere else when available from any Government Department/ approved source without prejudice to this contract. He further reserves the right to negotiate with any of the tenderers and award parallel contract to any or all of the participating tenderers/ agency.

38. The contractor shall dispatch material "Freight paid" in all cases where his offer is F.O.R. destination. In the event of his failure to do so, a penalty of 5 percent will be charged on the amount paid as freight by the Indenting Officer on his behalf.

39. All dispatches by rail/ road will be made at contractor's risk and expense.

Read and accepted

Signature of the Tenderer

**PATICULRAS OF BID SECURITY**

FDR No./ Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs.  
\_\_\_\_\_ Bank \_\_\_\_\_ Branch.

Signature of the bidder  
Or the Authorized signatory & Seal.

**“DECLARATION”**

“I / we hereby declare that I / we have carefully gone through the terms and conditions of Bid invited vide Tender Notice No. \_\_\_\_\_ in detail and agreed to the rates submitted by me / us in the Rate Sheet and I / we agreed in full” :-

1) Signature of the party : \_\_\_\_\_

(Full Name in block letters)

Capacity in which offer is signed : \_\_\_\_\_

(Rubber stamp is required)

2) Full Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number (O) :

(R) :

Signature of the bidder  
Or the Authorized signatory & Seal.

**TENDER FORM**

**DEPARTMENT OF FISHERIES, HP**

**(TECHNIACL BID)**  
(To be filled by the Tenderer)

From:

\_\_\_\_\_

TO:

The Director c-um- Warden of Fisheries,  
Himachal Pradesh ,Bilaspur-174001.

Subject:- Submission of technical bid for supply of “

Sir,

Reference :- Tender Notice No. Dated \_\_\_\_\_

I/ we am/ are furnishing the following documents/ particulars with reference to above mentioned NIT as under :-

- I). Details of Firm/ individual with full details  
of address for correspondence :  
Name of the Firm/ individual :
- II) Telephone/ Mobile No.- Office  
Residence  
E-mail
- a) Letter of authorization, in case representative is sent to participate in the tender opening process.
- b) Bank draft for “**Cost of Tender**” payable at Bilaspur HP drawn in favour of Deputy Director of Fisheries (Hqr) Bilaspur, HP-174001.
- c) “**Bid Security**” in shape of Fixed Deposit Receipt only, duly pledged in favour of Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur-174001.
- d) Registration under GST Act-2017.
- e) Income tax return for the Assessment year 2018-19.
- f) PAN Number.
- g) Proof regarding dealing in supply/ manufacturing or authorized dealership from manufacturer(s)/ supplier(s)/firm(s) for the period of tender, of the items for which rates quoted .
- h) Complete Tender document (including Instructions to tenderers, **Annexure-1, 2** and agreement) duly signed (each page) by the tenderer .

Name, Address and Signature  
of the Tenderer/ Agency

## **SCHEDULE- 'B'**

### **Agreement**

This contract is to last from .....to ..... but in the event of any breach of the agreement at any time on the part of the Contractor, the contract may be terminated summarily by the Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, without compensation to the Supplier.

Any change in the constitution of the firm shall be notified forthwith by the contractor/ supplier in writing to the authority sanctioning the contract and such change shall not relieve any former partner of the firm from any liability under the contract.

No new partner/partners shall be accepted in to the firm by the Contractor in respect of this contract unless he/ they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect.

The contractor's receipt of acknowledge or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purposes of the contract.

2. The Contractor/ supplier will supply nothing but genuine articles described in Tender document & NIT as per indent/ requirement of the Department. No guarantee can be given as to the quantity which will be ordered during this period. The Director-cum-Warden of Fisheries, HP reserves to himself the right to obtain contracted items of stores when available from any Government source/ approved source without any pre-judice to this contract. He further reserves the right to negotiate any of the tenderers and award parallel rate contract to any or all of the participating tenderers.

3. The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the list accompanying with the tender and approved by the Director-cum-Warden of Fisheries, Himachal Pradesh, Bilaspur. The Supplier/ tenderer shall be responsible for all complaints as regard the quality. In case of any dispute regarding quality of articles, the decision of the Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, will be final and binding on the contractor. It will be open to the Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, or indenting officer to send samples submitted by the tenderer/ contractor to any laboratory for testing and the cost there of will be borne by the tenderer/contractor.

4. The Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, may, by notice in writing call upon the contractor/supplier to supply additional articles to serve as sample, and upon receiving such notice in writing the contractor shall at his own cost be bound to supply the additional samples, such additional samples being in all respects of the same quality as the sample first supplied.

5. The supplier/ tenderer will be responsible for damage or loss in transit and replace goods broken or lost or damaged within 10 days from the date of notice thereof.

6. All goods must be dispatched within 30 days of receipt of supply order by the contractor.

7. The conditions as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.

8. Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, or any authorized officer of the Department or indenting officer shall have the power to inspect the stores before, during or after manufacture, collection, dispatch, transit or arrival and to reject the same or any part or portion after written approval of Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, If he or they are not satisfied that the same is equal or according to the samples submitted by the contractor. The contractor shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the contractor at once and at his own expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. Government shall be under no liability whatever for rejected supplies and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractors within 10 days after notice has been issued to him of such rejection and failing such removal rejected goods will be at contractors risk and Government may charge the rent for the space occupied by such rejected goods.

9. The contractor/supplier shall provide without any extra charge all materials, tools, labour and assistance of any kind which is considered necessary for any test or examination. In case of stores inspected at maker's premises the maker shall provide all facilities including testing appliances for making necessary tests and the contractor shall bear all cost of carrying out tests.

10. Packing cases, containers, gunny packages etc. which may be used for purpose of packing and which are delivered with stores will not be returned and paid for unless specially stipulated and then at contractor's expenses.

11. Unless otherwise specified in a requisition bills for the whole of the goods referred to in each indent in triplicate will be prepared and submitted by the contractor to the consignee for direct payment under intimation to Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur. The full amount will be paid on receipt of stores, in good condition after their verification as regards specification etc.

12(i) With every dispatch of goods or material under this contract invoices in triplicate will be prepared by the contractor. Invoices in duplicate, are to be sent by the contractor to the Indenting Officer, the duplicate to be returned by the Indenting Officer with the quantities or number received duly noted thereon and the third copy to be sent by the contractor to the Director-cum-Warden of Fisheries HP for record in his office.

12(ii) Railway/ goods receipt where ever applicable will be forwarded to the consignee immediately after dispatch of stores. Should any demurrage charge be incurred owing to delay on the part of the contractor in forwarding the railway receipt, the amount of such charges will be deducted from the bill.

12(iii) The contractor shall dispatch material "Freight paid" in all cases where his offer is F.O.R. destination. In the event of his failure to do so, a penalty of 5 percent will be charged on the amount paid as freight by the Indenting Officer on his behalf.

12(iv) All dispatch by rail/ road will be made at contractor's risk and expense.

12(v) If during the currency of the contract the specification of any article or articles to be supplied there-under are changed the contractor shall continue to comply with demands for the supply of the said article/ articles in accordance with new specifications at a rate to be mutually agreed to in writing at the time of such change and in default of such agreement the contract in so far as it relates to the said article or articles in respect of which no agreement has been arrived at shall terminate but no such change shall effect the supply of any other articles under the contract or entitle the contractor to any compensation.

13. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. Government will however make all reasonable endeavors to give a warning of any impending complete withdrawal or of any reduction seriously effecting quantities likely to be required under contract.

14. The time for and date of delivery or dispatch stipulated in the said schedule shall be deemed to be the essence of the contract and should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the said schedule then without prejudice to his rights otherwise the purchaser shall be entitled to recover from the contractor a sum of equal 2 percent of the contract price of such consignment for each and every month or a part of a month during which the supply of dispatch of consignment may be in arrears or alternatively at the option of the purchaser. The purchaser shall be entitled to purchase such consignment else where on the account and at the risk of the contractor or to cancel the contract, and the contractor shall be liable for any loss or damage which the purchaser may sustain by reason of such failure on the part of the contractor.

15. The contractor/supplier acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for enhancement of any rates agreed to in the contract or to evading any of his obligations under the contract.

16. No payment will be made in advance for any supplies under this contract.

17. The contractor/supplier shall not :-

- i) Assign or sublet the contract without written approval of the officer sanctioning the contract.
- ii) disclose details of the conditions governing this to unauthorized person.
- iii) In the event of the contractor/supplier failing duly and properly to fulfill or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejections hereunder or failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract or if any contractor or his agent or servants being guilty of fraud in respect of this contract or any other contract entered into by the contractor or any of his partners or representatives thereof with the Government directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, reward or advantages pecuniary or otherwise to any person in the employment of Government if any of his partners become insolvent or apply for any relief as insolvent debtor or commence any insolvency proceeding or make any compositions with his/ their creditors or attempts to do so then without prejudice to Government's right and remedies otherwise

Government shall be entitled to terminate this contract forthwith and to blacklist the contractor for period not exceeding one year for the date of issue of such orders.....

18. If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party then save in so far as the decision of any such matter is hereinbefore provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and or whether it has finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to any officer appointed by Himachal Pradesh Government acting as such at the time of reference and his decision shall be final and binding and where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

19. If the price of a contracted article is controlled by Government, the payment will in no case be made at higher rate than the controlled rate.

20. The price charged for the stores supplied under the contract by the contractors shall in no case exceeds the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any person/ organizations including the purchaser or any department of the Central/ State Government or any authority undertakings of the central or state government, as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.

**21(i)** The price charged for the store supplied under the contract by the contractors shall in no case exceeds the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any person/ organizations including the purchaser or any department of the Central/ State Government or any statutory undertakings of the Central or State Government, as the case may be during the period till performance of all supply orders places during the currency of the rate contract is completed.

21 (ii) If at any time, during the said period the contractor/supplier reduces the sale price or sells or offer to sell such stores to any person/organization as the case may be at a price lower than the price chargeable under the contract, he will forthwith notify such reduction to Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, and the price payable under the contract for the store supplied after the date of coming into force of such reductions of sales or offer of sales shall stand correspondingly reduced.

22. All disputes shall be settled within the jurisdiction of High Court of Himachal Pradesh.

23. The earnest money/ security money shall be addressed to the Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, in the shape of demand draft issued by any National Bank.

#### **WARRANTY CLAUSE**

The contractor/ seller hereby declare that the goods/ stores/ articles sold to the buyer under the contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the Schedule "A" of the rate contract and the contractor/ seller hereby guarantee that the said goods/ stores/ articles would continue to conform to the description and quality aforesaid for a period of ..... days/ months from the date of delivery of the said goods/ stores/ articles to the purchaser and that

notwithstanding the fact that the purchaser(Inspector) may have inspected and /or approved the goods/stores/ articles, if during the aforesaid period of .....days/ months the said goods/ articles be discovered not to conform to the description and quality or have deteriorated(and decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/ stores/ articles will be at the seller's risk and all the provisions herein contained relating to rejection of goods, etc. shall apply. The contractor/ seller shall, if so called upon to do, replace the goods etc. or such portion thereof as is rejected by the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

1. (On behalf of Supplier/ Tenderer)

Signed by the above named firm or through partner of the firm.

Date Signature

In the presence of :-

- 1.
- 2.

Signature of  
On behalf of  
Director cum-Warden of Fisheries  
Himachal Pradesh, Bilaspur – 174001.