

भारत सरकार
GOVERNMENT OF INDIA
परमाणु ऊर्जा विभाग
DEPARTMENT OF ATOMIC ENERGY
क्रय एवं भंडार निदेशालय
DIRECTORATE OF PURCHASE & STORES

TWO-PART TENDER

INVITATION TO TENDER

The Director, Purchase and Stores, Directorate of Purchase and Stores Department of Atomic Energy, Government of India, for and on behalf of President of India, invites online tenders in **two parts** for supply of stores as detailed in the Purchaser's Tender Specifications. Tendering conditions are given in Section - A and conditions of contract which will govern the contract pursuant to tender are as contained in Form No. DPS P-100 which is provided in Section B of this tender document. If you are interested to quote, please go through the contents of this document and ensure that quotation is submitted online on or before the due date and time indicated.

You are requested to upload your quotation online as per technical specifications indicated herein and scanned copy of duly signed and stamped undertaking as per form number DPS-P-103a and DPS-P-103b appended.

Hard copy of tender will not be accepted.

Yours faithfully,

Assistant Purchase Officer/ Purchase Officer
for and on behalf of the President of India (The Purchaser)

TWO – PART TENDER

SECTION – A

Tendering Conditions

1.0 MANNER AND METHOD FOR SUBMISSION OF TENDERS

- 1.1. All tenders in response to this invitation shall be submitted online in Two Parts in English as under
- 1.2. PART-I (TECHNO-COMMERCIAL). This part of the tender shall include/contain all technical details, technical specifications, drawings and also the commercial terms and conditions of contract for the supplies to be made and the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF**.
- 1.3. PART II (PRICE). This part should contain only the prices of the stores offered for supply and the charges for the services to be rendered.
- 1.4. Part-I (Techno-Commercial) should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar equipment with purchase order copies, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure, itemized list of spares and quantity (without price) recommended by the vendor for purchase, term of price, mode and terms of payment, mode of despatch, the quantum/percentage of statutory levies payable by the Purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the vendors. The vendor shall take special care NOT TO MIX UP the price of the stores in this part of the tender.
- 1.5. Part-II (Price) shall include/contain only price, price break-up, freight/safe delivery charges, charges for training of the Purchaser's engineers wherever applicable, lump sum charges for erection and commissioning work or per diem charges for the supervision of erection and commissioning work as is envisaged in the Purchaser's tender document, testing charges, third party inspection charges, etc.
- 1.6. The tender will co-relate the prices in Part-II of the tender with the description of the stores indicated in Part-I (Techno-Commercial) by allotting a running serial number in order to enable the Purchaser to identify the prices with the relative items in Part-I (Techno-Commercial)
- 1.7. Part-I (Techno-Commercial) and Part-II (Price) should be submitted online on or before the time and date specified for its receipt.
- 1.8. If vendor includes prices of any nature in Part-I (Techno-Commercial) of the tender such offers are liable for rejection without any notice to the vendors.

2.0 PRICE

- 2.1 The prices quoted must be FIRM and preference will be given to such tenders.
- 2.2 In exceptional cases (e.g. items involving substantial use of raw materials susceptible to sharp fluctuations in prices) if prices quoted subject to variation it shall be on the basis of a standard Price Variation Formula. Basis for

calculation shall be very clearly stated. The responsibility for furnishing documentary evidence for price variation lies with the vendor. Preference will be given to the tenders with a specific ceiling on escalation.

3.0 CONDITIONAL DISCOUNT

- 3.1 In case the vendor offers any conditional discount with regard to acceptance of their offer within a specific period or specific payment terms, delivery, quantity, etc., the Purchaser will not take into consideration such conditional discount while evaluating their offer.

4.0 VALIDITY OF OFFERS

- 4.1 Offers shall be kept valid for acceptance for a period of 90 (ninety) days from the date of actual opening of Part-II (Price) of the tender. Offers with shorter validity period will be liable for rejection.

5.0 DECLARATION OF HOLIDAY

- 5.1 If the date (s) specified for receipt and opening of the tenders is/are declared as holidays abruptly by the competent authority due to any administrative reasons, then the due date(s) for receipt/opening of tenders will get postponed to the next working day.

6.0 OPENING OF TENDERS

- 6.1. Unless otherwise preponed or postponed, tender will be opened online in two stages on the date and time indicated in this tender document.
- 6.2. Part-I (Techno-Commercial) of the tender will be opened at the first stage on the due date and time indicated for opening in this tender document while the Part-II (Price) will be opened at the second stage on the due date and time indicated for opening in this tender document after completion of the evaluation of the Techno-Commercial Part (Part-I) of the tender.
- 6.3. All the vendors who submit tenders within the due date and time specified for its receipt can view online Part-I (Techno-Commercial) of the tender after opening on the due date and time indicated in the instruction sheet of this tender document. Part-II (Price) of the tender can be viewed online after opening by only such of those vendors whose Part-I of the tender is found to be technically suitable/acceptable to the Purchaser and to whom intimation thereof is given by the Purchaser.
- 6.4. The vendors whose Techno-Commercial part (Part-I) is found suitable/ acceptable to the Purchaser, will be given advance intimation by the Purchaser regarding opening of Part-II. The technically unqualified vendors will neither be given any intimation about the due date and time of opening of Part-II (Price) of the tender nor will they be permitted to view tender(s) opened. Part-II (Price) of the technically disqualified vendors will not be opened.

7.0 EVALUATION OF TENDER

- 7.1. Evaluation of tender shall be based on all inclusive landed cost.

8.0 PURCHASER'S RIGHTS TO REJECT QUOTATION

- 8.1 The Purchaser reserves the right to reject any quotation without assigning any reason thereof.

9.0 ACCESSORIES AND SPARES

- 9.1 In respect of quotations for plant/machinery/ equipment/instrument, the Vendor shall furnish separately the itemized prices for essential accessories and spares.
- 9.2 Tenders for plant/machinery/equipment/component shall also indicate prices for essential accessories, optional accessories and spares necessary for satisfactory operation of the plant/machinery/equipment.
 - 9.2.1 for a period of two years and
 - 9.2.2 for a period of five years
- 9.3 Prices for accessories and spares shall be itemized. Tenders where only lump sum prices are indicated are liable to be ignored. Particular care must be taken to list out each item of spare and quantity recommended and also the individual price for these items. These details should be included only in Part-II (Price) of the tender. However, a list of spares and accessories without Price should be included in Part-I (Techno-Commercial) of the tender.

10.0 SAMPLES

- 10.1 Samples, if called for, shall be submitted free of all charges, by vendor and the Purchaser shall not be responsible for the loss or damage thereof due to any reason, whatever. In the event of non-acceptance of quotation, vendor will have to remove/collect the samples at his own cost and expenses.

11.0 QUANTITY

- 11.1 Quantities are approximate only and one or more of the items of the store tendered or a portion of any one or more of the items of such stores may be accepted and vendor, notwithstanding that his/her tender has been accepted in whole, shall be bound to supply to the Purchaser such an item or items or such portion or portions of one or more of the items as may be accepted by the Purchaser.

12.0 INSTALLATION AND COMMISSIONING

- 12.1 Wherever, the purchaser's invitation to tender calls for installation and commissioning or supervision of installation and commissioning of the instrument/equipment by the vendor, the vendor must clearly and separately quote the prices for the supply of the stores and the charges and the terms for installation and commissioning or supervision of installation and commissioning, as the case may be. The charges towards installation and commissioning should not be included in the price of the stores.
- 12.2 In respect of contracts involving installation and commissioning by vendors including overseas vendors where identifiable charges for the same has been quoted by the vendor, he shall bear the Income-tax liability as per the rates prevailing at the time of undertaking the job in accordance with the Income-tax Act in force in India.
- 12.3 When the scope of the contract includes installation and commissioning, it shall be the sole responsibility of the vendor to undertake the installation and commissioning as and when called for, by the Purchaser

13.0 TEST CERTIFICATE

- 13.1 Wherever the tests and test certificates are required by the Purchaser, test shall be conducted/test certificate shall be furnished by the Vendor.

14.0 OPERATION/INSTRUCTION MANUAL

- 14.1 In respect of plant/machinery/ equipment/instrument where Instruction/ Operation manual is essential to enable the Purchaser to put the plant/machinery/ equipment/ instrument into proper use, the Vendor shall furnish such instruction/operation manual along with the supply of plant/ machinery/ equipment/ instrument free of cost.

15.0 LEAFLET/CATALOGUE

- 15.1 Vendor shall upload all necessary catalogues/drawings technical literature data as are considered essential for full and correct evaluation of the offers shall invariably accompany the Part-I (Techno-Commercial) of the tender. The quotations are liable to be ignored if this condition is not complied with.

16.0 PAST PERFORMANCE

- 16.1 In case the past performance of the vendor is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfillment of terms and conditions of the contract, their quotation is liable to be rejected by the purchaser.

17.0 CAPACITY & FINANCIAL STANDING

- 17.1 In case it is found that the vendor does not possess the requisite infrastructure, capacity, capability and their financial standing is not satisfactory; such tender is liable to be rejected by the purchaser.

18.0 ACCEPTANCE OF TENDER

- 18.1 The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reasons whatsoever.

19.0 PAYMENT TERMS

- 19.1. The purchaser's standard payment terms are full payment after receipt and acceptance of the stores by the purchaser.
- 19.2. In case any of the vendors seek advance or progressive payment prior to delivery of the material, such requests can be considered only in exceptional cases of large value items, in which case the vendor will be required to furnish a bank guarantee for an equivalent amount of the advance/progressive payment sought for, valid till the execution of the contract. The bank guarantee shall be got executed as per the Purchaser's format from State Bank of India (SBI) or any of the nationalized bank or private sector banks, namely ICICI bank, IDBI bank, HDFC bank and AXIS bank. Overseas contractors can execute the bank guarantee from a bank of international repute.
- 19.3. Besides, the offers of the vendors seeking advance/progressive payment will be evaluated by loading 12% interest charges per annum on the amount of advance desired up to the delivery period quoted.

- 19.4. In case any of the vendors quote pro-rata payment for the stores to be supplied, they should clearly mention in their quotation the maximum number of installments of supply. However, such installment delivery and pro-rata payment will be considered only in respect of contracts involving large value and sizeable quantity of items, and the maximum number of installments shall be normally restricted to four. Acceptance or otherwise of installment delivery and pro-rata payment is reserved by the purchaser.
- 19.5. Vendor's invoice will not be passed for payment until the stores have been received, inspected, accounted for and accepted by the said Stores Officer.

20.0 DELIVERY

- 20.1 Vendor should note that no tender will be considered by the Purchaser unless the vendor can meet the delivery schedule specified by the Purchaser and hence shall indicate realistic delivery period for the stores tendered, and should strictly adhere to the delivery schedule mentioned in the offer.

Clauses 20.2 to 24.1 are applicable only to tenders quoted in INR.

- 20.2 All equipment/machinery/plant/component covered by this tender document should be supplied on or before _____ or _____ month from the date of approval of drawings or _____ month from the date of receipt of free issue materials. The prices quoted by the vendor should include all charges involved for direct and safe delivery of the items by Road to the project site of the Purchaser. If a vendor so desires/separate lump sum charges for transportation and safe delivery to Purchaser's site at _____ could be furnished. Purchaser will neither undertake responsibility for transit insurance nor pay for it separately. No other, delivery term will be accepted by the Purchaser.
- 20.3 In respect of tenders on Ex-works basis, in case the vendor has not mentioned in the offer packing, forwarding and transportation charges for safe delivery up to Purchaser's site, 2% of the price quoted towards packing (in respect of both local and outstation firms), 1% of the basic price quoted towards safe delivery charges in respect of local vendor and 3% of the basic price quoted towards safe delivery charges in respect of outstation firm will be added for comparison of offers on safe door delivery at Purchaser's site.
- 20.4 The stores shall neither be despatched under 'owner's risk' nor consigned to 'self', but only to the consignee's name and address indicated in the Purchase Order. Non-adherence to this condition shall make the vendor liable to bear all consequential penalties/expenses such as demurrage, wharfage, etc. which the Purchaser may incur.
- 20.5 The consignee will, as soon as possible, but not later than 45 days from the date of arrival of stores at destination notify the vendor of any loss or damage to the stores that may have occurred during transit to enable the vendor to repair/rectify the defects/damages or replace the goods as is appropriate, free of all charges. In case it is desired by the vendor for returning of the material to them, all expenses towards transportation etc. will be borne by the vendor and the supplier will also furnish bank guarantee for the payment already made to the supplier on this account.
- 20.6 In case an Indian vendor /Agent furnishes an offer for supply of out-rightly imported stores, the price of such stores shall be quoted in Indian Rupees for

delivery to the consignee's premises exclusive of import duties and on firm price basis. However, the percentage/quantum of all import duties payable should be quoted separately for consideration of the purchaser wherever necessary. The import duties will be reimbursed by the purchaser against supporting documentary evidence.

21.0 STATUTORY LEVIES SUCH AS CENTRAL EXCISE DUTY, VALUE ADDED TAX, SALES TAX, OCTROID DUTY, ENTRY TAX, AND/OR GOODS AND SERVICE TAX

21.1 EXCISE DUTY

- 21.1.1 If it is desired to ask for excise duty or any other statutory levies and charges as extra, the same must be specifically stated and shown separately. In the absence of any such statement no claim for the same will be entertained. (Where the excise duty is leviable on ad valorem basis, the vendor should submit along with the tender, the Form-I and the Manufacturer's Price List wherever applicable, showing the actual assessable value of the stores as approved by the Excise authorities).
- 21.1.2 The Purchases meant for the Research Institutions under the administrative control of the Department of Atomic Energy, are entitled for Excise Duty Exemption as per Notification No. 10/97-Central Excise dated 1.3.1997. Necessary Excise Duty Exemption Certificate will be provided by the Purchaser after placement of the order prior to despatch of the material.
- 21.1.3 Since this Directorate handles purchases for both Research Institutions and Industrial Units under the Department of Atomic Energy, the vendors should not include the excise duty in the quoted price. They should however quote separately the percentage or quantum of excise duty applicable.
- 21.1.4 Excise Duty Exemption Certificate will be issued only in favour of the Vendor with whom the purchase order is placed for the end product and not in favour of any third party. However, in case the quotation is received from a sole-selling agent of the original equipment manufacturer for which documentary proof should be submitted, issue of excise duty exemption certificate in favour of the original equipment manufacturer can be considered provided such request is made in the original quotation.
- 21.1.5 Excise duty exemption certificate will not be issued for raw materials or components or any other intermediary materials going into manufacture of the end product.
- 21.1.6 If a vendor is availing CENVAT credit facility, this fact should be clearly indicated in the tender. In the event of supply being made for R&D Unit for the item as per Notification No. 10/97-Central Excise dated 1.3.1997 claim for reversal of CENVAT if any should also be brought out in the tender itself separately. Any request for the same will not be considered at a later stage.
- 21.1.7 Wherever excise duty is payable in respect of requirements for industrial units under the Department of Atomic Energy, excise duty will be reimbursed only against submission of original buyer's copy of Invoice/Invoice-cum-Challan duly signed by the authorized representative of the company with details relating to payment of excise duty to Government duly filled in.

- 21.1.8 Irrespective of issue of Excise Duty Exemption Certificate, for the purpose of comparison of the quotations, the Purchaser will take into account excise duty as normally applicable unless the vendor himself/herself is specifically exempted from payment of excise duty under any other notification which fact should be clearly brought out in the tender.
- 21.1.9 The vendor shall be solely responsible for the declaration regarding excise duty made in his quotation and shall indemnify the purchaser from any claim or its liability from the excise authorities at any stage.
- 21.1.10 In case of vendors quoting excise duty as 'nil', it will be taken that in the event of an order no excise duty shall be payable during the currency of the contract and the purchaser will not entertain any request for admission of excise duty or issue of excise duty exemption certificate under any circumstances.
- 21.1.11 In case of the vendors quoting Excise Duty 'nil at present' or 'not applicable at present', for the purpose of comparison of their quotations, the purchaser will take into account the Excise Duty as normally applicable.
- 21.1.12 Please note that in case any refund of excise duty is granted to the Vendor by Excise Authorities in respect of stores supplied under the contract, they shall pass on the credit to the purchaser immediately along with a certificate from their Director/Manager/Proprietor/ Accountant to the effect that the credit so passed on relates to the excise duty / originally paid for the stores supplied under the contract. In case of their failure to do so within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities, the purchaser would be empowered to deduct a sum equivalent to the amount refunded by the Excise authorities without any further reference to the vendor, from any of their outstanding bills against this or any other pending Government Contracts and that no dispute on this account would be raised by the vendor.
- 21.1.13 Wherever the Excise Duty is claimed and admitted, the vendor is required to furnish to the Paying Authority the following certificates:-
- 21.1.14 Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of Excise Duty made to Vendor during three months immediately preceding the date of the claim covered by the relevant bill.
- 21.1.15 Vendor's Auditor's certificates as to whether any refunds have been obtained or applied for by them or not in the preceding financial year, after the annual audit of their accounts, also indicating details of such refunds application, if any. This certificate should contain reference to all Purchaser Orders/ Contracts held by the vendor.
- 21.1.16 A certificate ALONG WITH THE FINAL PAYMENT BILL of the firm to the effect whether or not they have any appeal/protest for refund or partial refund of Excise Duties already reimbursed to the firm by the Government pending with the Excise Authorities and if so, the nature, the amount involved and position of such appeals. This certificate should be signed by the vendor's Managing Director / Manager / Accountant.

21.1.17 AN UNDERTAKING to the effect that in case it is detected by the Government at any time that any refund from Excise Authorities was obtained by the vendor after obtaining reimbursement from the Paying Authority and if the same is not immediately refunded by the vendor to the Paying Authority giving details and particulars of the transaction, Paying Authority will have full authority to recover such amounts from the vendor's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the vendor.

21.2 VAT / CENTRAL SALES TAX / GOODS AND SERVICE TAX

21.2.1 VAT/CENTRAL SALES TAX/GOODS AND SERVICE TAX where legally leviable and intended to be claimed should be distinctly shown separately along with the price quoted. Where this is not done, no claim for VAT/CENTRAL SALES TAX/GOODS AND SERVICE TAX will be admitted at any later stage and on any ground whatsoever.

21.2.2 When VAT/CENTRAL SALES TAX/GOODS AND SERVICE TAX is claimed as extra by the vendor in general and on packing charges in particular, the following certificates should be submitted by the vendor to the Paying Authority on the bills itself:-

21.2.3 *Certified that the goods and packing charges on which VAT/CENTRAL SALES TAX/GOODS AND SERVICE TAX has been charged have not been exempted under the Central Sales Tax or the State Sales Tax Act or the rules made there-under and the amount charged on account of VAT/CST/GST on these goods and packing charges are not more than what is payable under the provision of relevant Act or the rules there-under.* ▯

21.2.4 *Certified further that we have actually paid VAT/CENTRAL SALES TAX/GOODS AND SERVICE TAX and are being assessed to VAT/CST/GST on packing charges and also that where there are statutory exemption under the Relevant Act/Law of the State Government concerned, we have availed ourselves of it and certified non-availability of such a provision for VAT/CST/GST on packing charges wherever claimed.*

21.2.5 *Certified further in respect of amount claimed into the bill no claim is pending for refund/or admissible. Certified that in the event of our getting refund in whole or in part of the element of VAT/CENTRAL SALES TAX/GOODS AND SERVICE TAX on packing charges claimed from Government, we shall pass on the benefit to the Purchaser by remitting to Government the amount equivalent to the amount of refund obtained by us.*

21.2.6 *Certified further that we (our Branch or agent) _____ (address) are registered as dealers in the State of _____ under Local Regn. No. _____ and in the State of _____ under Central Regn. No. _____ for the purpose of State/Central Tax.*

(Stamp & Signature of the Vendor)

21.3 OCTROI DUTY

21.3.1 The stores meant for the use of Department of Atomic Energy and its Projects and Constituent Units are exempted from payment of Octroi Duty, Town Duty, Terminal tax etc. Wherever place of delivery is Mumbai or any other

place where Octroi is applicable, department will issue necessary Octroi Duty Exemption Certificate against specific indication in the original quotation itself and the same will be issued only on specific request. Vendor should quote price exclusive of Octroi Duty and the same must be clearly mentioned in the quotation. However, under no circumstance Octroi duty will be reimbursed or paid in case of any claim from the vendor at later stage. It may also be noted that if requirement of Octroi Duty Exemption Certificate is not indicated in their original quotation, the same shall not be issued at a later stage under any circumstances. Irrespective of issuing Octroi Duty Exemption Certificate, while evaluating the offers, wherever applicable, Octroi Duty will be loaded at the rate applicable.

21.4 ENTRY TAX

- 21.4.1 It will be the responsibility of the vendor/contractor to indicate percentage/quantum of entry tax applicable and intention for claiming re-imbursement of payment of entry tax while submitting bid failing which purchaser will not be liable for reimbursement of entry tax under whatsoever reason. Further, purchaser will not be responsible for non-payment of entry tax and its resultant consequences.

21.5 CUSTOMS DUTY

- 21.5.1 The Purchaser is entitled for assessment of customs duty at the concessional rate as per Customs Notification No. 51/96-Custom dated 23.7.1996 issued by the Department of Revenue, Ministry of Finance, as amended from time to time, in respect of purchases made for the Research Institutions under the Department of Atomic Energy and the Purchaser will obtain the requisite certificate from the appropriate authority.

- 21.5.2 In case an Indian vendor/agent submits an offer for supply of outrightly imported stores in Indian Rupees, they should quote price for free and safe delivery of stores at destination.

- 21.5.3 High Seas sale will not be considered.

21.6 FLUCTUATION IN THE EXCISE DUTY/CUSTOMS DUTY

- 21.6.1 Unless otherwise specifically agreed to in terms of the Contract, the purchaser shall not be liable for any claim on account of fresh imposition and /or increase in Excise Duty, Customs Duty and Sales Tax on raw materials and/or components used directly in the manufacture of the contracted stores, taking place during the pendency of the contract.

22.0 AUTHENTICATION

- 22.1 In case the vendors are a partnership firm or Joint Hindu Family Concern, they shall furnish the names and full particulars of the partners or the members of the Joint Hindu Family owning the concern, in a separate sheet to be annexed to the tender. The tender must be signed:

- 22.1.1 In the event of your being a sole proprietary concern: by the sole Proprietor or by constituted attorney duly authorised to tender into and sign agreement on his behalf including agreement to refer disputes arising under or relating to such agreements to arbitration by power of attorney signed by the Proprietor and authenticated by a Notary Public or a Magistrate.

- 22.1.2 In the event of your being a partnership firm: by all Partners or by a constituted Attorney duly authorised to enter into and sign agreements on behalf of the partnership firm including agreements to refer disputes arising under or relating to such agreements to arbitration by a power of attorney duly executed by the partner and authenticated by a Notary Public or a Magistrate.
- 22.1.3 In the event of the vendor being a limited company: under the common seal of the company by a constituted Attorney duly authorised to enter into and sign agreement, to refer dispute arising under or relating to such agreements, to arbitration by a power of attorney executed under your common seal and authenticated by a Notary Public or a Magistrate.
- 22.1.4 In the event of the vendor being a Hindu Joint Family concern: by the Karta of the joint family.
- 22.1.5 when the tender is signed by a constituted attorney of the Sole Proprietor of the concern or when the tender is signed on behalf of the firm by a constituted Attorney of its Partners as provided in sub-clause 22.1.1 and 22.1.2 above, then original power of attorney appointing him as such constituted attorney shall be supplied with the tender or if a tender is executed on behalf of a Limited Company by its constituted attorney as provided in sub-clause 22.1.3 above, the original power of attorney along with resolution (if it is required under its Articles of Association) authorising and affixation of its common seal on the power of attorney and a copy its Articles of Association shall be supplied with the tender. If however, the power of attorney has been previously furnished to and approved by the Purchaser the Vendor need not send the same with the tender.
- 22.1.6 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he/she has authority to bind such persons and if, on enquiry or later on, it appears that the persons so signing had no authority to do so, the Purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

23.0 PRODUCTS WITH ISI MARK

- 23.1 Products with ISI mark will be preferred. In respect of following categories of item, Purchaser will consider offers for products with ISI mark only:-
- Fire Extinguisher
 - Building Material
 - PVC Pipes & Fittings
 - Agricultural implements & sprayers
 - Medical instruments such as, syringes, needles, BP apparatus, etc.

24.0 PERMANENT ACCOUNT NUMBER (PAN) & REGISTRATION CERTIFICATE

- 24.1 Vendors are required to upload a true copy of the PAN Card/Letter and copy of the factory Registration/Licence or shop establishment certificate as applicable with the quotation, failing which the tenders are liable to be rejected.

25.0 INTEREST FOR DELAY IN SUPPLY BEYOND THE CONTRACTUAL DELIVERY DATE

- 25.1 Wherever advance payments are sought for by the Vendor and admitted in the contract against bank guarantee for equivalent amount, in the event of any delay in supply beyond the contractual delivery date for reasons attributable to the Vendor interest charges at the rate of 12% shall be levied for the period beyond the contractual delivery date on the amount of balance advance payment to be adjusted.

26.0 PURCHASE PREFERENCE

- 26.1 Purchase preference to industries will be given as per the policy of the Government of India in force at the time of evaluation provided their offer is technically suitable.

27.0 PRICE PREFERENCE FOR MICRO & SMALL ENTERPRISES

- 27.1 In respect of quotations from Micro & Small Enterprises (MSEs) registered with appropriate Government authorities in India will be eligible for privileges, as admissible at the time opening of tender, when competing with other non-MSEs as per the policy of Government of India provided their quotation is technically suitable. In case of MSE owned by member of Scheduled Cast/Scheduled Tribe, it is necessary to submit valid caste/tribal certificate issued by appropriate authority for availing the preferences as admissible to them as per Government policy in vogue. Failure to upload the required document, along with tender, will disqualify the vendor for claiming preferences at later date.

28.0 FREE ISSUE MATERIAL: (This clause shall apply only to contracts for supply of fabricated equipment with purchaser's Free Issue Materials (FIM)).

- 28.1 In respect of quotations from Medium & Small Enterprises (MSEs) registered with appropriate Government authorities will be eligible for preferences, as admissible at the time opening of tender, when competing with other non-MSEs as per the policy of Government of India provided their quotation is technically suitable. In case of MSE owned by member of Scheduled Cast/Scheduled Tribe, it is necessary to submit valid caste/tribal certificate issued by appropriate authority for availing the preferences as admissible to them as per Government policy in vogue. Failure to upload the required document, along with tender, will disqualify the vendor for claiming preferences at later date.
- 28.2 Wherever contracts envisage supply of Free Issue Material (FIM) by the Purchaser to the vendor for fabrication of the contracted equipment/stores, such Free Issue Material shall be safeguarded by an insurance policy to be provided by the vendor at his own cost for the full value of such materials and the insurance policy shall cover, the following risks specifically and shall be valid for six months beyond the contractual delivery date.
- 28.3 **RISKS TO BE COVERED:** Any loss or damage to the Purchaser's materials due to fire, theft, riot, burglary, strike, civil commotion, terrorist act, natural calamities etc. and any loss or damage arising out of any other causes such as other materials falling on purchaser's materials.

Insured by :	(Name of the vendor)
Beneficiary :	The Director, Purchase & Stores Directorate of Purchase & Stores Department of Atomic Energy
Amount for which insurance policy to be furnished	The amount will be indicated in the respective contract.

28.4 Free Issue Material (FIM) will be issued to the vendor only after receipt of the Insurance Policy from the vendor. The vendor shall arrange collection of the FIM from the Purchaser's premises and safe transportation of the same to his premises at his risk and cost.

28.5 Notwithstanding the insurance cover taken out by the vendor as above, the vendor shall indemnify the Purchaser and keep the Purchaser indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to the Purchaser. The vendor shall not utilize the Purchaser's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to the Purchaser and in which case, the vendor shall be liable to the Purchaser to pay compensation to the full extent of damage/loss. The vendor shall be responsible for the safety of the free issue materials after these are received by them and all through the period during which the materials remain in their possession/control/custody. The free issue materials on receipt at the vendor's works shall be inspected by them for ensuring safe and correct receipt of the material. The vendor shall report the discrepancies, if any, to the Purchaser within 5 days from the date of receipt of the material. The vendor shall take all necessary precautions against any loss, deterioration, damage or destruction of the FIMs from whatever cause arising whilst the said materials remain in their possession/custody or control. The free issue materials shall be inspected periodically at regular intervals by the vendor for ensuring safe preservation and storage. The vendor, shall also not mix up the materials in question with any other goods and shall render true and proper account of the materials actually used and return balance remaining unused material on hand and scrap along with the final product and if it is not possible within a period of one month from the date of delivery of the final product covered by this purchase order. The vendor shall also indemnify the Purchaser to compensate the difference in cost between the actual cost of the free issue material lost/damaged and the claim settled to the Purchaser by the insurance company. The decision of the Director, Purchase & Stores, Directorate of Purchase & Stores, Department of Atomic Energy, as to whether the vendor has caused any loss, destruction, damage or deterioration of the free issue materials while in his possession, custody or control from whatever cause arising and also on the quantum of damage suffered by the government, shall be final and binding upon the vendor.

29.0 Quotations from Indian Agents on behalf of foreign vendors

29.1 In case the tender is submitted by an Indian vendor/Indian agent on behalf of their foreign vendors/principals, following documents should be uploaded with the tender, failing which, their quotation is liable to be ignored.

- 29.2 Photocopy of the Agency Agreement between the Principals and the Indian Agents showing the percentage or the quantum of agency commission payable and a Letter of Authority from the Principals authorizing the Indian Agents to submit the tender on their behalf.
- 29.3 The type and nature of after sales services to be rendered by the Indian Agent.
- 29.4 Indian Agents are allowed to quote on behalf of only one foreign Principal/Vendor against this tender.
- 29.5 If both Indian Agent and foreign principal submits quotation against the same tender. Only one offer amongst them will be considered.
- 30.0 Restricted Information Categories under Section 18 of the Atomic Energy Act, 1962 and Official Secrets under Section 5 of the Official Secrets Act, 1923**
- 30.1 Any contravention of the above-mentioned provisions by the vendor, sub-vendor, consultant, adviser or the employees of the vendor will invite penal consequences under the aforesaid legislation.
- 31.0 Prohibition against use of the name of any Institution of Department of Atomic Energy without permission for publicity purposes**
- 31.1 The vendor or sub-contractor, consultant, adviser or the employees engaged by the vendor shall not use the name of any Institution of Department of Atomic Energy for any publicity purpose through any public media like Press, Radio, T.V. or Internet without the prior written approval of the Purchaser.
- 32.0 EXPORT LICENCE/EXPORT PERMISSION**
- 32.1 It is entirely the responsibility of the vendors who are quoting for materials of foreign origin to ensure obtaining export permission/licence/authorisation as required from the respective Government before arranging shipment. This Department would not accept post supply inspection by any agency/authority of any foreign country. It is, therefore, necessary that the vendors offering materials from foreign countries shall have thorough knowledge of export contract regulations in vogue in those countries.
- 32.2 The vendors shall indemnify the purchaser against any consequences in respect of any end-use declaration they/their overseas Principals may furnish to the government/government agencies of the country of origin of the materials, while seeking export permission/licence. Post supply inspection, contrary to the terms and conditions of purchaser's contract shall be deemed to be null and void.
- 33.0 END USE CERTIFICATE**
- 33.1 Whenever an End-use Certificate is desired by the vendor, the same shall be clearly mentioned in the quotation and the purchaser shall provide an End-user Certificate as per the format given below. The Purchaser will not provide any other document/declaration in this regard.

END USER STATEMENT:

“We hereby certify that the item/s i.e.....being procured from M/s..... against our Purchase Order No. DPS/..... dated will be used for.....”

We also certify that the item/s will not be used in designing, developing, fabricating or testing of any chemical, biological, nuclear, or weapons of mass destruction or activities related to it.

It is further certified that we will not re-export the Item/s prior to obtaining permission from the concerned authorities as may be required".

34.0 CONFIDENTIALITY

- 34.1 The drawings, specifications, prototypes, samples or any other correspondence/ details/information provided by the Purchaser relating to the tender or the contract shall be kept confidential by the vendor, and should not be disclosed or passed on to any other person/firm without the prior written consent of the Purchaser. This clause shall apply to the sub-contractors, consultants, advisers or the employees engaged by the vendor.

35.0 Compliance with the Security Requirements of the Purchaser

- 35.1 The vendor shall strictly comply with the Security Rules and Regulations of the Purchaser in force and shall complete the required formalities including verification from Police and any other authority and obtain necessary prior permission for entry into the Purchaser's premises, wherever authorised by the Purchaser.

36.0 COUNTRY OF ORIGIN

- 36.1 Wherever the tenders are for imported stores, the Country of Origin of the stores must be clearly specified in the quotation.

37.0 TECHNICAL CLARIFICATIONS

- 37.1 After opening the part – I (Techno-Commercial) of the tender, if it becomes necessary for the technical authorities/user department to seek clarifications from the vendors, the same will be sought for from the vendors by the Technical authorities/user department. In such an event, the vendor shall-
- 37.2 Furnish all technical information/clarification to the concerned technical authority directly to reach on or before the due date and time fixed by the technical authorities with a copy to the Purchaser. If the technical clarifications/details sought for by the technical authorities from the vendors do not reach them on or before the due date and time fixed for its receipt, such tenders will be liable for rejection at the discretion of Director, Purchase and Stores without any further notice. The vendors should not, however, furnish altogether a new offer at this stage which is different from the Purchaser's tender specification.
- 37.3 In case there is no or minor changes in the specifications, which in the opinion of purchaser, will not have significant financial impact, the technically qualified bidders will be intimated the date, place and time of opening of Part-II (Price).
- 37.4 In case the opening of Part-II is postponed beyond the original **validity of the price bids**, the technically qualified vendors will be requested to extend validity of their offer for a suitable period where the vendors shall have an option either to extend the validity or intimate their un-willingness to extend the validity to enable the purchaser to take final decision on opening of Part-II (Price) of the tender.

- 37.5 Under no circumstances the vendors shall submit any revised price bid unless specifically called for by the purchaser.
- 38.0 POSTPONEMENT OR PREPONEMENT OF THE DATE FOR OPENING OF PART-II (PRICE)**
- 38.1 The Purchaser may at his discretion, depending upon the time needed for completion of the technical evaluation prepone or postpone the due date fixed for opening of the Part-II (Price) of the tender. If opening of the Part-II (Price) of the tender is required to be postponed due to non-completion of the evaluation of Part-I (Techno-commercial) of the tender, indication towards postponement of the opening of the Part-II (Price) of the tender will be given to all the vendors who have submitted the offers within the due date and time specified. However, the vendors whose techno-commercial offer (Part-I) have been found suitable to the Purchaser will only be given intimation about the due date for opening of Part-II (Price) of the tender and such vendors i.e. whose Part-I offers have been found suitable will only be permitted to view Part-II (Price) of the tender after opening.
- 39.0 TERMS AND CONDITIONS OF THE CONTRACT**
- 39.1 It must be clearly understood that any contract concluded pursuant to this invitation to tender shall be governed by the General Conditions of the Contract as contained in form No. DPS-P-100 which is Section-B of this tender document. Vendors must, therefore, take special care to go through these general conditions of contract and in exceptional cases if any deviations are proposed, these must be clearly indicated in the Part-I of the tender as a separate annexure instead of merely enclosing their printed conditions of Sale. Tenders made subject to counter conditions or far too many deviations from the general conditions of contract, i.e. Section -B of this tender document are liable to be ignored. It should also be realised that failure to bring out deviations from the General Conditions of Contract contained in Section “B” of this tender document will imply that the vendor is willing to execute the contract as per the Purchaser’s terms and conditions of contract.
- 40.0 SAMPLES**
- 40.1 Samples, if called for, shall be submitted free of all charges by the vendor indicating Purchaser’s Tender No. and the Purchaser shall not be responsible for the loss or damages thereof due to any reason, whatsoever. In the event of non-acceptance of the offer, the vendor shall collect the samples within a reasonable time at own expenses. Offers without samples are liable to be ignored.
- 41.0 DETAILS OF BANKERS**
- 41.1 The vendor shall submit along with Part-I (Techno-Commercial Part) of the tender the name and address of his bankers.
- 42.0 SUBMISSION OF DRAWINGS**
- 42.1 The vendor shall furnish all drawings pertaining to the plant/machinery/equipment/component to the Purchaser along with the tender for correct understanding and appreciation of the tender in quadruplicate. Besides, vendors should also furnish general arrangement, schematic and such other drawings prescribed by the Purchaser within 4 weeks from the date of receipt

of a Purchase Order for approval. Such drawings should be furnished along with Part-I (Techno-Commercial) of the tender. Vendor's drawing will form part of the purchase order/contract only after these are approved by the Purchaser.

43.0 SUB-CONTRACTING/SUBLETTING

- 43.1 The vendor in the event of his tender being accepted by the Purchaser shall not assign/sublet or delegate the contract or any part thereof without the prior written consent of the Purchaser which consent shall not be unreasonably withheld, but the vendor may without the Purchaser's consent purchase such parts, accessories, raw materials etc. from any of the leading and reputed manufacturers in case he does not normally manufacture such items. However, the vendor shall be solely responsible for the satisfactory execution of the contract irrespective of the fact whether a part or a portion of a contract has been assigned or sublet by him to a sub-contractor even when such sub-contracting has been done with the prior written consent of the Purchaser.

44.0 SHOP/FACTORY EVALUATION, QUALITY SURVEILLANCE/ INSPECTION AND SUBMISSION OF PROGRESS REPORTS.

- 44.1 The Purchaser or his technical authorities may at his option and prior to evaluation of the tender depute his Inspector or any quality surveillance Agency of his choice to the factory/workshop of the vendor to assess and establish the manufacturing capability etc. of the vendor. Similarly, the Purchaser may also depute his inspector/Quality Surveillance agency of his choice for inspection of the plant/machinery/equipment/component during the various stages of manufacture in such an event the vendor shall:-
- 44.2 Allow reasonable facility and free access to his factory/work/records to the Inspector for the purpose of inspection or for ascertaining the progress of manufacture and delivery.
- 44.3 Provide the drawings, tooling, gauges, instruments etc. required for carrying out the inspection work.
- 44.4 Produce an inspection plan to the Purchaser's satisfaction notifying him when check points on the plan are imminent.
- 44.5 Not supply or deliver the plant/machinery/equipment/component unless and until a Shipping Release or an authorisation for despatch is obtained in a format provided by the Purchaser. Failure to comply with this instruction will not only result in withholding of the payment to the vendor, but also hold the vendor liable for payment of compensation to the Purchaser due to delay in clearance of the equipment/plant/ machinery/ component from the carriers.

45.0 ERECTION AND COMMISSIONING

- 45.1 Vendors must clearly and separately furnish in their offers the terms of supervision of erection and commissioning particularly in respect of plant/ machinery/ equipment.

46.0 INSTRUCTION MANUAL

- 46.1 In respect of plant/machinery/equipment/instrument/apparatus, where instruction/operation manual in English is normally necessary to enable the user to put the plant/ machinery/equipment/instrument/apparatus to proper use, the Vendor shall furnish such an instruction/operation manual specific to the stores being supplied along with the plant/machinery/ equipment/

instrument/ apparatus. The Vendor shall clearly specify in the offer about his readiness to supply instruction/operation manual.

47.0 PACKING

- 47.1 Vendors shall note that packing for shipment shall be accordance with the instructions outlined in this tender document, each package shall be limited to the size and weights that are permissible under the existing Air and Sea limitations. Even when no packing specification is included in the invitation to tender, it will be Vendor's responsibility to provide appropriate packing depending upon the nature of the supply and the transportation and handling hazards.
- 47.2 The equipment shall be so packed and protected as not to suffer deterioration, damage or breakage during shipment and storage in a tropical climate.
- 47.3 Each package shall be properly labelled to indicate the type and quantity of material it contains, the purchase order number, its dimensions and weight and any other necessary data to identify the equipment and relate it to contract.

48.0 DEVIATIONS TO PURCHASER'S SPECIFICATIONS AND CONDITIONS OF CONTRACT.

- 48.1 If any deviation or substitution from the technical specifications contained in Section "C" to this tender document is involved, such details should be clearly indicated in Part-I (Techno-Commercial) and should be added as an annexure to Part-I (Techno-commercial) of the tender as otherwise it shall be an admission on the part of the vendor that he will supply the equipment as specified by the Purchaser. Similarly, deviations to the Purchaser's General Conditions of Contract/Special Conditions of Contract contained in Section "B" of this tender document shall be indicated by the vendor in another annexure to Part-I (Techno-commercial) of the vendor Part-I (Techno-commercial) should be submitted in accordance with the format provided by the Purchaser at Section "D" of this tender document.
- 48.2 Part-II (Price) should be furnished in accordance with the format provided by the Purchaser at Section "E" of this tender document.

49.0 ACCEPTANCE OF TENDERS

- 49.1 Acceptance of tenders by the Purchaser will be sent by fax, E-mail, letter etc. within the validity date of the tender and such a fax, letter etc. would then be followed by a formal purchase order/contract. The vendor whose offer is accepted will proceed with the execution of the contract on the basis of such advance acceptance of tenders without waiting for a formal purchase order/contract, and will be responsible to seek and obtain whatever clarifications that are necessary from the Purchaser to proceed with the manufacture without waiting for a formal purchase order/contract and delivery period will be reckoned from the date of the Letter/Telex of Intent/Fax of Intent.

50.0 RESULT OF THE TENDERS

- 50.1 Unsuccessful vendors will not be informed of the result of their tenders. The vendor can view status of tender processing on the portal.

51.0 SETTLEMENT OF COMMERCIAL TERMS AND CONDITIONS OF CONTRACT.

- 51.1 In case the commercial terms and conditions of sale/contract stipulated in Part-I (Techno-commercial) of the tender submitted by the vendor are at variance with the Purchaser's General Conditions of all Contracts/Special Conditions of Contract stipulated in Section 'B' of this tender document, the Directorate of Purchase and Stores will settle the commercial terms and conditions of contract with the vendors chosen for award of the contract by holding discussions with them OR by sending Fax/Letter/E-mail etc. In case the concerned vendor to whom an intimation thereof is given does not respond/fail to respond to communication sent by the Directorate of Purchase & Stores within the date specified, his tender is liable for rejection at the discretion of Director, Purchase & Stores and no complaints whatsoever will be entertained from the vendor for rejection of this tender. The vendors should not discuss with the technical authorities/user department any of the commercial terms and conditions of contract and any agreement/understanding reached between the vendor and the technical authorities will be valid and binding.

52.0 OFFERS BY FAX & E-MAIL

- 52.1 Offers sent/submitted by fax and e-mail will not be considered at all and will be rejected without any notice to the Vendors.

53.0 PARTICIPATION OF OVERSEAS VENDORS IN THE TENDER

- 53.1 Overseas vendors are also eligible to participate in the tender, subject to using Digital Signature Certificate / Encryption Certificate obtained from any licenced Certifying Authority authorized by Controller of Certifying Authority, India.

- 53.2 How to get a Digital Signature Certificate?

- 53.2.1 The Office of Controller of Certifying Authorities (CCA), issues Certificate only to Certifying Authority (CA). CAs issue Digital Signature/Encryption Certificate to end-user. You can approach any one of the CAs for getting Digital Signature/Encryption Certificate. For details please visit website www.cca.gov.in

- 53.2.1 However, vendors may, if they so desire, seek help of the Service Provider to acquire Digital Signature/Encryption Certificate. Please contact Help Desk numbers given on the portal.

- 53.3 The prices quoted must be on the following basis:-

- 53.3.1 For air shipment: Ex-Works/Factory duly packed OR Free Carrier (FCA) at the specified 'Gateway Airport', as per list given below

- 53.3.1.1 List of Gateway Airports

1.	Australia	- Melbourne
2.	Austria	- Vienna
3.	Canada	- Toronto / Montreal
4.	China	- Beijing
5.	Denmark	- Copenhagen
6.	France	- Paris
7.	Germany	- Frankfurt
8.	Hong Kong	- Hong Kong

9.	Italy	- Rome
10.	Japan	- Tokyo / Osaka
11.	Netherlands	- Amsterdam
12.	Singapore	- Singapore
13.	Sweden	- Stockholm
14.	Switzerland	- Zurich
15.	United Kingdom	- London
16.	U.S.A.	- JFK

53.3.1.2 Since the Purchaser has authorised Consolidation Agents, they will arrange to pick up the consignment from the Vendor's Works and arrange for air-freighting from the respective Gateway Airport, the vendor shall, also indicate separately the Ex-Works/Ex-Factory packed price.

53.4 For ocean shipment: FOB/FAS port of shipment.

53.4.1 FOB (Free on Board the Vessel) –The price quoted shall include the cost of the item, packing charges, inland transportation charges up to the Port of Shipment and loading of the item on to the ship. The name of the sea port from where the shipment will be made shall also be indicated.

53.4.2 In the event of award of contract and mode of shipment is ocean freight, shipping arrangements shall be done by the vendor.

53.5 It will be in the interest of the vendors to quote price as mentioned above and other charges for documentation, inland transportation up to the gateway airport/port of shipment, if any and air-freight/sea-freight separately on the above lines, as the comparison of all the offers shall be made on the basis of the total landed cost on an uniform basis for evaluation.

53.6 AGENCY COMMISSION: Agency Commission payable to the vendor's Agents in India, if any, shall be included in the price. Name and address of Indian Agent and the percentage of commission payable to them and included in the price shall be clearly indicated. The commission will be paid directly to the Indian Agents in equivalent Indian Rupees based on the exchange rate prevailing on the date of remittance to the foreign after final acceptance. The manner and method of payment of Agency Commission is indicated in the General Conditions of Contract/Special Conditions of Contract.

54.0 LIABILITY

54.1 Vendors shall be liable for any damage to the purchaser or any third party out of any patent or latent defect in the goods supplied by him or sub-standard services rendered by him.

55.0 RIGHT TO REJECT QUOTATION

55.1 The Purchaser reserves the right to reject any quotation, which is not in conformity with the above instructions.

55.2 The Purchaser also reserve the right to reject any quotation without assigning any reason whatsoever.

Any additional conditions attached to this Invitation to Tender shall also form part of the contract conditions.

SECTION 'B'

Form No. DPS-P-100

भारत सरकार GOVERNMENT OF INDIA

परमाणु ऊर्जा विभाग DEPARTMENT OF ATOMIC ENERGY

क्रय एवं भंडार निदेशालय DIRECTORATE OF PURCHASE & STORES

General Conditions Of All Contracts

&

Special Conditions Of Contracts Governing Supplies Of Plant And Machinery

Applicable To Contracts Placed By The Directorate Of Purchase And Stores

Index

Clause #	Clause Title	Page
1.	Preamble	22
2.	Definitions and interpretations	22
3.	Authority of persons signing the contract on behalf of Contractor	22
4.	Sub-contracting	23
5.	Drawings and specifications	23
6.	General Warranty	23
7.	Alteration	24
8.	Samples	24
9.	Packing	24
10.	Inspection	25
11.	Security Deposit	25
12.	Time for and date of delivery – the essence of contract.	25
13.	Extension of Delivery Schedule	25
14.	Rectification and replacement of defective stores	26
15.	Inspector's authority to certify performance	26
16.	Consequence of Rejection	26
17.	Recovery of Sums Due	27
18.	Lien in respect of other contracts	27
19.	Warranty	27
20.	Permits and Licenses	28
21.	Patent indemnification	28
22.	Mode and terms of payment including payment of agency commission and bank charges	28
23.	Insurance	30
24.	Marking	30
25.	Law Governing the Contract	30
26.	Jurisdiction	31
27.	Arbitration	31
28.	Exercising the Rights and Powers of the Purchaser	31
<u>SECTION-II – SPECIAL CONDITIONS OF CONTRACTS</u>		
29.	Responsibility for completeness	32
30.	Final Test	32
31.	Rejection of Defective Plant	32
32.	Warranty	32
33.	Erection and commissioning including time for completion	33
34.	Training	34
35.	Mode of Payment	34
36.	Performance Bond Bank Guarantee	34
37.	Definition of Plant	34
Appendix 'A' Specimen form for performance bond		35
Form DPS-P-103a		38
Form DPS-P-103b		39

SECTION-I

GENERAL CONDITIONS OF CONTRACTS APPLICABLE TO ALL CONTRACTS

1. PEAMBLE

- 1.1 While the conditions contained in Section I will apply to all contracts, Section II will also apply to contracts for Plant/Machinery/Equipment/ Instrument.

2. DEFINITIONS AND INTERPRETATION : In the contract and the general and special conditions governing it, unless the context otherwise requires

- 2.1 “PURCHASER” means the President of India and includes his successor or assigns

- 2.2 “DIRECTOR, PURCHASE & STORES” means the Director, Purchase and Stores, Govt. of India, for the time being in the administrative charge of the Directorate of Purchase and Stores and includes Joint Director, Deputy Director, Purchase and Stores, the Senior Purchase Officer, Purchase Officer or Assistant Purchase officer of the said Directorate of Purchase and Stores or any other officer authorized for the time being to execute contracts relating to the purchase and supplies of stores on behalf of the Purchaser.

- 2.3 “CONTRACTOR” or “SUPPLIER” means the individual firm or company with whom or with which the contract/purchase order for supply of Stores is placed and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case may be.

- 2.4 “CONTRACT” or “PURCHASE ORDER” means and comprises of a Letter or Email or ink signed or digitally signed document conveying acceptance of Contractor’s offer and invitation to tender, tender containing offer, advance acceptance of the offer, acceptance of offer, general and special conditions of contract specified in the acceptance of offer and any subsequent amendments/alterations thereto made on the basis of mutual agreement.

- 2.5 “STORES” OR “MATERIAL” means the goods specified in the contract/purchase order which the contractor has agreed to supply under the contract.

- 2.6 “SUB-CONTRACTOR” or “SUB-CONTRACTOR” means any contractor or supplier engaged by the contractor or the supplier with the prior approval of the Purchaser in relation to the contract/purchase order.

- 2.7 “INSPECTOR” or “QUALITY SURVEYOR” means any Engineer nominated and deputed by the purchaser or their appointed Consultants or quality Surveillance Agency or any other person from time to time authorized by the Purchaser to act as his representative for the purpose of inspection of stores under the contract/purchase order.

2.8 PARTIES

- 2.9 The parties to the contract are the Contractor and the Purchaser and the Purchaser named in the Contract/Purchase Order.

3. AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR

- 3.1 The person signing the contract or the purchase order or any other document in respect of the contract or purchase order on behalf of the contractor shall deemed to warrant that he has the authority to bind the contractor

4. SUB-CONTRACTING

- 4.1 The supplier shall not assign, sublet or delegate the contract or any part thereof without the Purchaser's prior written consent, which consent shall not be unreasonably withheld, but he may without the Purchaser's consent purchase such parts, accessories or associated equipment as he does not normally manufacture.

5. DRAWINGS AND SPECIFICATIONS

- 5.1 The drawings and specifications are intended to be complementary and to provide for and comprise everything necessary for the completion of supply. Any material shown on the drawing even if not particularly described in specifications or vice versa is to be supplied by the Contractor as if it were both shown and specified.
- 5.2 Should any discrepancy be noted in the drawings and/or specifications and should any interpretation of the same be required, the matter shall be referred to the Purchaser for clarification which shall be binding upon the contractor. Otherwise, the contractor shall assume responsibility for the interpretation of the drawings and specifications including interpretation by his sub-contractors.
- 5.3 Should any difference or dispute arise with regard to the true intent and meaning of drawings or specification or should any portion of the same be obscure or capable of more than one interpretation, the same shall be decided by the Purchaser whose decision shall be final.
- 5.4 All lettering on the drawings is to be considered as part of the specification and contract. In all cases figured dimensions are to be followed rather than those indicated by scale. Large scale drawings will take precedence over smaller scale drawings.
- 5.5 The contractor's drawings shall, when approved by the Purchaser, be deemed to be included in the list of drawings which form part of the contract. The contractor shall not proceed with fabrication until all drawings associated therewith have been duly approved by the Purchaser.
- 5.6 The Contractor shall be responsible for and shall pay for any alterations of the stores and shall indemnify the Purchaser for any consequential expenditure incurred by the Purchaser due to any discrepancies, errors, omissions in the drawings or other particulars supplied by him whether such drawings or specifications have been approved by the Purchaser or not, provided that such discrepancies, errors or omissions be not due to inaccurate information or specifications furnished to the contractor on behalf of the Purchaser.

6. GENERAL WARRANTY

- 6.1 The stores supplied by the contractor under the contract shall be of best quality and workmanship. The contractor shall supply the stores in accordance with the contract specifications unless any deviation has been expressly specified in the contract and any amendments agreed thereto.
- 6.2 The contractor's offer to supply stores in accordance with the tender specifications shall be deemed to be in admission on his part that he has fully acquainted himself with the details thereof and no claim shall lie against the Purchaser on the ground that the contractor did not examine or acquaint himself fully with the tender specifications.

7. ALTERATIONS

- 7.1 The Purchaser may, from time to time, make changes in the drawings specifications and issue additional instructions without altering the purchase order in any manner provided that no changes shall have been ordered which materially alter the character and scope of the supply under the contract.
- 7.2 It shall be lawful for the parties to the contract to alter by mutual consent at any time and from time to time the drawings and specifications and as from the dates specified by him stores to be supplied shall be in accordance with such altered drawings and specifications provided that if any such alterations involve increase or decrease in the cost of or in the period required for production, a revision of the contract price and/or the period prescribed for delivery shall be made by mutual agreement in respect of the stores to which the alteration applies. In all other respects, the contract shall remain unaltered.

8. SAMPLES

- 8.1 Samples submitted for any reason shall be supplied without charge and freight paid without any obligation of the Purchaser as regards safe custody or safe-return thereof. All samples submitted must be clearly labelled with the Contractor's name and address and tender number. If the Contractor submits the sample with his tender the same shall not govern the standard of supply except when it has been specifically stated in the Purchase Order that it is accepted instead of any sealed pattern. Should certified samples be lent to the Contractor by the Purchaser, the Contractor is responsible for the return in perfect order of all certified samples with the labels intact.

9. PACKING

- 9.1 The contract shall pack the stores at his own cost sufficiently and properly for transit by sea/air as the case may be so as to ensure their being free from loss or damage while in transit to the ultimate destination specified in the contract.
- 9.2 Unless otherwise provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the Stores are supplied by the contractor shall be considered as property of the Purchaser and their cost as having been included in the contract price.

10. INSPECTION

- 10.1 The contractor shall be responsible for and perform all inspection and testing required in accordance with the contract/purchase order and specifications included therewith.
- 10.2 The Purchaser may at his option depute his representative for Inspection of the stores to be supplied under the contract or authorize and nominate a Quality Surveillance Agency of his choice for the purpose hereinafter called, in either case, the inspection.
- 10.3 The contractor shall give notice of readiness for inspection to the Inspector (deputed under clause 10.2 above) so that the Inspector can be present at the requisite time. In such an event delivery shall not be effected until an authorization or shipping release is obtained from the Purchaser's Inspector.

- 10.4 The contractor shall allow reasonable facility and free access to his work/factory and records to the inspector for the purpose of inspection or for ascertaining the progress of delivery under the contract.
11. SECURITY DEPOSIT (for contracts in INR)
- 11.1 In the event of acceptance of an offer, the contractor will be required to submit a security deposit for 10% of the total basic cost of the stores ordered, exclusive of taxes and duties, in the form of a bank guarantee valid till at least 2 months beyond the contractual date for completion of the Order/Contract. The bank guarantee should be executed by SBI/any nationalised bank or private sector banks, namely, ICICI bank, IDBI bank, HDFC bank or AXIS bank, on a non-judicial stamp paper of appropriate value as per the Purchaser's format.
- 11.2 Offers wherein contractors declined to submit Security Deposit are liable to be rejected.
12. TIME FOR AND DATE OF DELIVERY – THE ESSENCE OF CONTRACT.
- 12.1 The time for and date of delivery of the stores stipulated in the contract shall be deemed to be of the essence of the contract and delivery must be completed not later than date/dates stipulated.
13. EXTENSION OF DELIVERY SCHEDULE
- 13.1 If any delay in delivery shall have arisen from any cause such as strike, lockouts, fire, accidents, riot or the like which the purchaser may admit as reasonable ground for grant of extension of delivery schedule, the purchaser will allow such additional period for the purpose as he may consider necessary taking the circumstances into consideration.
- 13.2 If the contractor fails to deliver the stores or any installment or part thereof within the period fixed for such delivery or such additional period allowed by the purchaser in accordance with foregoing paragraphs or any time before the expiry of such period repudiates the contract, the Director, Purchase and Stores may without prejudice to the rights of the purchaser.
- 13.3 recover from the contractors as agreed liquidated damages and not by way of penalty a sum equivalent to 2% of the price of any stores which the contractor has failed to deliver within the period fixed for delivery in the contract or such additional period as mentioned in paragraph 13.1 for each month or part of the month during which the delivery of such stores, may be in arrears where delivery thereof is accepted after expiry of the aforesaid period. (For the purpose of computing the damages for delayed supplies under the clause, the cost of the entire plant/machinery/equipment/instrument will be taken into consideration if the plant/machinery/equipment/instrument cannot be put to the intended use for want of delayed portion of supply). OR
- 13.4 Recover from the Contractor, at the sole discretion of the Purchaser, token liquidated damages up to 10% of the normal liquidated damages may be imposed.
- 13.5 purchase or authorise the purchase elsewhere without notice to the contractor, on account and at the risk of the contractor of the stores not so delivered or others of a similar description (where stores exactly complying with the

contract specification are not in the opinion of the Director, Purchase and Stores, which opinion shall be final, readily procurable) without cancelling the contract in respect of the portion instrument not yet due of delivery. OR

13.6 cancel the contract or portion thereof and if so desired purchase or authorise purchase of the stores not so delivered or others of a similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, Purchase and Stores, which opinion shall be final, readily procurable) at the risk and cost of the contractor, if the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his offer in response to risk purchase enquiry even though the lowest.

13.7 Where action is taken under sub-clause 13.5 or sub-clause 13.6 above the contractor shall be liable for any loss which the purchaser may sustain on that account provided that the repurchase, or if there is an agreement to repurchase then such agreement, is made within a reasonable period from the date of such failure, depending upon the nature / merit of the purchase and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Director, Purchase and Stores. It shall not be necessary for the purchaser to serve a notice of such purchase on the contractor.

14. RECTIFICATION AND REPLACEMENT OF DEFECTIVE STORES

14.1 If the inspector find that the contractor has executed any unsound or imperfect work, the inspector shall notify such defects to the contractor and the contractor on receiving the details of such defects or deficiency, shall at his own expenses, within seven days or otherwise within such time as may be mutually agreed upon as reasonably necessary, proceed to alter, reconstruct or remanufacture the stores to the requisite standard and specifications as called for by the tender specification.

15. INSPECTOR'S AUTHORITY TO CERTIFY PERFORMANCE

15.1 The Inspector, wherever deputed by the Purchaser under Clause 10.2 shall have the power:

15.2 before any stores or parts thereof submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

15.3 reject any stores submitted for inspection or part thereof as not being in accordance within the specification.

16. CONSEQUENCE OF REJECTION

16.1 If on the store being rejected by the inspector or consignee at the destination the contractor fails to make satisfactory supplies within the stipulated period of delivery, the Director, Purchase and Stores may:

16.2 allow the contractor to submit for inspection fresh stores in replacement of those rejected, within specified time, the contractor bearing the cost of freight on such replacement without being entitled to any extra payment on that account. OR

- 16.3 Purchaser may take recourse to the remedies provided for as per clause 13.5 or 13.6
17. RECOVERY OF SUMS DUE
- 17.1 Whenever any claim for payment of, whether liquidated or not, moneys arises out of or under this contract against the Contractor the Purchaser shall be entitled to recover sum by appropriating, in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or no security has been taken from the Contractor then the balance or the total sum or which at any time hereafter may become due to the Contractor under this or any other contract with the Purchaser, should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the Purchaser has or makes any claim, 'whether liquidated or not against the Contractor under any other contract with the Purchaser the payment of all moneys payable under the contract to the contractor including the security deposit shall be withheld till such claims of the Purchaser are finally adjudicated upon and paid by the Contractor.
18. LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS
- 18.1 Any sum of money due and payable to the Contractor under any contract may be withheld or retained by way of lien by the Purchaser or any other person or persons contracting through the Director, Purchase and Stores against any claim of the Purchaser or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Purchaser or with other such person or persons.
- 18.2 It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser will be kept withheld or retained as such by Purchaser till this claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money with-held or retained under this clause and duly notified as such to the contractor.
19. WARRANTY
- 19.1 The contractor warrants that stores to be supplied under the contract shall be free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for stores of the types under the contract in full conformity with the specifications, drawings or samples, if any and shall if operable, operate properly. This warranty shall expire (except in respect of complaints notified to the contractor prior to such date) twelve months after the date of receipt of the last lot of stores under the contract at the ultimate destination stipulated in the contract.
- 19.2 Should any defect or deficiency in the stores supplied by the contractor under the contract appear to be discovered within 12 months from the date of receipt of the stores in India, the contractor upon notification of such defects or deficiency by Purchaser, shall forthwith take measure to rectify every such defect, deficiency or failure without cost to the Purchaser. In case the contractor opts for return of stores for rectification/repair at their works, the

contractor shall furnish bank guarantee for cost of stores as per purchaser's format valid till acceptance of rectified/repared stores. Further the warranty period will further get extended for the time stores was not available to the purchaser for his use. If the contractor after such notification shall make default or delay in rectifying all such defects, deficiencies or failure to the satisfaction of the Purchaser, the Purchaser may take recourse to the remedies provided for in clause 13.5 or 13.6 as applicable.

20. PERMIT AND LICENCES

20.1 The contractor shall secure and pay for all licences and permit at his end which he may be required to comply with all laws ordinances and regulations of the public authorities in connection with the performance of his obligations under the contract. The contractor shall be responsible for all damages and shall indemnify and save the purchaser harmless from against all claims for damages and liability which may arise out of the failure of the contractors to secure and pay for any such licences and permits or to comply fully which any and all applicable laws ordinances and regulations.

21. PATENT INDEMNIFICATION

21.1 The Contractor shall indemnify and keep indemnified the Purchaser from and against any and all claims, actions, costs, charges and expenses arising from or for infringement of patent rights, copy right or other protected rights, of any design plans, diagrams, drawings in respect of the stores supplied by the contractors or any of the manufacturing methods or process adopted by contractor for the stores supplied under the contract.

21.2 In the event of any claim being made or action being taken against the purchaser in respect of the matter referred to clause 21.1 above, the contractor shall promptly be notified thereof and he shall at his own expense, conduct all negotiations for the settlement of the same and any litigation that may arise there from.

21.3 In the event of any designs, drawing, plans or diagrams or any manufacturing methods or process furnished by the contractor constituting infringement of patent or any other protected rights and use thereof is restrained, the contractor shall procure for Purchaser, at no cost to the latter, the rights to continue using the same or to the extend it is possible to replace the same so as to avoid such infringement and subject to approval by the Purchaser or modify them so that they become non-infringing, but such modifications shall otherwise be to the entire satisfaction of the Purchaser.

21.4 The provision of the clause remains effective and binding upon the Contractor even after the completion, expiration or termination of the contract.

22. MODE AND TERMS OF PAYMENT

22.1 Payment for Contracts in currency other than INR

22.1.1 Unless otherwise specified in the contract, payment in full (excluding the amount of the commission included in the price payable directly by the Purchaser to the Indian Agent) shall be made within fifteen days from the date of presentation of the following documents to the Purchaser's Bank specified in each contract:

1. Negotiable Bill of Lading or Airway Bill as the case may be evidencing shipment
 2. Invoice for the shipment : Four Copies
 3. Packing List : Four copies
 4. Certificate of country of origin : To copies
 5. Shipping release from Inspector or Quality Surveillance Agency nominated by the Purchaser for the purpose of inspection : Four copies
 6. Certificate of Quality including work test certificates of Chemical Analysis where applicable : Two copies
 7. Shipping authorization from purchaser wherever required.
 8. Bank Guarantee for 10% of the value of contract in respect of plant/machinery/equipment/instrument towards performance bond as provided for in Clause 36 of Section II
- 22.1.2 An advance copy of invoice along with details of documents forwarded through bank should be sent to the Paying Authority mentioned in the Purchase Order to enable him to verify the claim and honour the documents without delay.
- 22.1.3 The contractor shall be responsible to make available to the purchaser the documents which are essential for arranging customs clearance in India. The contractor shall arrange through his bank to have the documents air mailed to the Purchaser's bank without any delay. He shall also arrange to forward directly to the Director, Purchase and Stores, three copies of non-negotiable Bill of lading or Airway Bill as the case may be, along with a copy of the invoice and packing list. If the purchaser incurs any extra expenditure by way of penalty payable to the Port Trust authorities in India or any other such expenditure due to delay in receipt of shipping documents specified by him, the contractor shall be responsible for making good such extra expenditure incurred by the Purchaser.
- 22.1.4 **BANK CHARGES**
- 22.1.4.1 While the Purchaser shall bear the bank charges payable to his Bankers in India (State Bank of India) the Contractor shall bear all the bank charges payable outside India including the charges towards advising/amendments commission.
- 22.2 **Payment for Contracts in INR**
- 22.2.1 Unless otherwise agreed to between the parties in writing, payments for the delivery of the stores will be made within a reasonable time on submission of bills in triplicate. Payment for the stores on each delivery will be made to the Contractor at the rates stipulated in the Purchase Order after goods are received and passed after inspection. Normally 30 days will be allowed for inspection after receipt of the stores.
- 22.3 **AGENCY COMMISSION**
- 22.3.1 The amount of commission included in the price and payable to the Indian Agents of the Contractor shall be paid directly to the Indian Agents by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from the

Indian Agent. "Payment will be released to the Indian Agents after receipt and final acceptance of the goods by the Purchaser and the exchange rate will be the one based on which payment is made to the Contractor".

- 22.3.2 The contractor shall send invoice only for the net amount payable to him after deducting the amount of agency commission included in the invoice which would be paid to the Indian Agents directly by the Purchaser. However the contractors invoice should separately reflect the amount of commission payable to his Indian Agent.

23. INSURANCE (For Contracts in currency other than INR)

- 23.1 Transit insurance from warehouse to warehouse will be arranged by the purchaser through his underwriters unless this responsibility is specifically entrusted to the contractor in any particular case.

24. MARKING (For Contracts in currency other than INR)

- 24.1 Each package delivered under the contract shall be marked by the contractor at his own expense on three sides of the package and such markings shall be distinct and shall clearly indicate the description and quantity of stores, name and address of the consignee, gross and net weight of the package, name of the contractor, ultimate destination, port of discharge etc.

- 24.1.1 The marking shall generally be as under

Name and address of the consignee	Directorate of Purchase and Stores, Government of India, Department of Atomic Energy _____ _____
Contract Number and Date	No. _____ Date _____
Brief Description of Goods	
Weight	
Dimension	
Ultimate Destination	
Port of Discharge	
Package Number	

- 24.2 Each package shall contain a packing note specifying the name and address of the contractor, the number and date of the contract/purchase order, name and address of the consignee, description of the stores and the quantity contained in such package.

- 24.3 The inspector, wherever deputed by Purchase under clause 10.2 may reject the stores of the stores are not packed and/or Marked as aforesaid and in case where the packing materials are specifically prescribed, if such materials are not in accordance with the terms of the contract.

25. LAW GOVERNING THE CONTRACT (for contracts in INR)

- 25.1 This Contract shall be governed by the laws of India for the time being in force. The marking of all stores supplied must comply with the requirements of India Acts relating to Merchandise Marks and all the rules made under such Acts.

26. JURISDICTION (for contracts in INR)
- 26.1 The courts within the local limits of whose jurisdiction the place from which the Purchase Order is issued is stipulated only shall subject to clause 28 hereof have jurisdiction to deal with and decide any matter arising out of this Contract.
27. ARBITRATION
- 27.1 ARBITRATION (for contracts in INR)
- 27.1.1 Notwithstanding anything contained in clause 26 above, in the event of any question, dispute or difference arising under these conditions or any condition contained in the Purchase Order or in connection with this contract, (except as to any matters the decision of which is specially provided for by these conditions) the same be referred to the sole arbitration of the Directorate of Purchase and Stores or of some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with matters to which the contract relates or that in the course of his duties as a Government servant has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this Contract.
- 27.1.2 It is a term of contract:-
- 27.1.2.1 If the arbitrator be the Director, Purchase and Stores (i) in the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with the reference himself, or to appoint another person as arbitrator; or (ii) in the event of his being unwilling or unable to act for any reason, it shall be lawful for the Director, Purchase and Stores to appoint another person as arbitrator; or
- 27.1.2.2 If the arbitrator be a person appointed by the Director, Purchase and Stores in the event of his demise, neglecting or refusing to act, or resigning or being unable to act for any reason, it shall be lawful for the Director, Purchase and Stores to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator.
- 27.1.2.3 Subject as aforesaid, The Arbitration and Conciliation Act, 1996, the rule there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The Arbitrator shall have the power to extend with consent of the Purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as the Purchaser in his absolute discretion may determine.
- 27.2 ARBITRATION (for contracts in currency other than INR)
- 27.1 All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with the said Rules.
28. EXERCISING THE RIGHTS AND POWERS OF THE PURCHASER
- 28.1 All the rights, discretions and powers of the Purchase under the contract shall be exercisable by and all notices on behalf of the Purchaser shall be given by

the Director, Purchase and Stores, Deputy Director Purchase and Stores, Purchase Officer, Assistant Purchase Officer of the Directorate of Purchase and Stores or any person or persons authorized to enter into contracts on behalf of the Director, Purchase and Stores and any reference to the opinion of the Purchaser in the terms and conditions contained in these General Conditions of all Contracts shall mean and be construed as reference to the opinion of any of the persons mentioned in this clause.

SECTION-II

SPECIAL CONDITIONS OF CONTRACTS

GOVERNING SUPPLIES OF PLANT AND MACHINERY

In addition to the General Conditions of Contract contained in Section-I above the following Special conditions shall apply to contracts for supply of plant/machinery/equipment/manufactured equipment. These special conditions in Section-I shall override the latter.

29. RESPONSIBILITY FOR COMPLETENESS

- 29.1 All fittings or accessories which may not be specifically mentioned in the tender specifications of the contract but which are necessary, are to be provided by the contractor without extra charge and the plant/machinery/equipment/instruments must be completed in all respect.

30. FINAL TEST

- 30.1 The final tests as to performance and guarantee shall commence within one month of completion of installation.

31. REJECTION OF DEFECTIVE PLANT

- 31.1 If the completed plant or any portion thereof before it is finally accepted is found to be defective or fails to fulfill the requirements of the contract, the Purchaser shall give the Contractor notice setting forth with the details of such defects or failure and the contractor shall forthwith rectify the defective plant or alter the same to make comply with the requirement of the contract. Should the contractors fail to do so within a reasonable time the Purchaser may reject and replace at the cost of the Contractor, the whole or any portion of the Plant as the case may be, which is defective or fails to fulfill the requirement of the contract. Such replacement shall be carried out by the Purchaser within a reasonable time and at reasonable price and where reasonably possible to the same specifications and under competitive conditions. The Contractor shall be liable to pay to the Purchaser the extra cost, if any, of such replacement delivered and or erected as provided for in the contract such extra cost being the difference between the price paid by the Purchaser under the provisions above mentioned for such replacement and the contract price for them. Contractor shall refund to Purchaser any sum paid by the Purchaser to the Contractor in respect of such defective plant.

32. WARRANTY

- 32.1 For a period of twelve calendar months after the plant/machinery/equipment/instruments has been put into operation (or a suitable mutually agreed longer

period to be reckoned from the date of last major shipment depending upon the nature of the plant/machinery/equipment/instrument) the Contractor shall be responsible for any defects that may develop under conditions provided for the contract and under proper use, arising from the faulty materials, design or workmanship in the plant or from faulty erection of the plant by the Contractor, but otherwise and shall rectify such defects at his own cost when called upon to do so by the Purchaser who shall state in writing such defects.

- 32.2 If it becomes necessary for the Contractor to replace or renew any defective portions of the plant for purpose of rectification under this clause, the provisions of this clause shall apply to the portions of the plant so replaced or renewed under the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months whichever may be the later. If any defects not rectified within reasonable time, the purchaser may proceed to get the work done at contractor's risk and expenses but without prejudice to any other rights which the Purchaser may have against the Contractor in respect of such defects, as provided in clause 13.5 or 13.6.
- 32.3 All inspections adjustments, replacements or renewals carried out by the Contractor during the warranty period shall be subject to the same conditions as in the contract.
- 32.4 Contractor shall, spare parts of equipment before going out of production, give adequate advance notice to the Purchaser so that the latter may order requirement of spares in one lot if so desires.
- 32.5 The contractor shall further guarantee that if spare parts go out of production, will make available blue prints, drawings of spare parts and specifications of material at no cost to the Purchaser, if and when required in connection with the equipment to enable Purchaser to fabricate or procure spare parts from other sources.
- 32.6 The provision of this clause shall remain effective and binding upon the Contractor even after the completion or expiration of the contract and till the plant/machinery/equipment supplied under the contract is in use by the Purchaser.
33. ERECTION AND COMMISSIONING
- 33.1 In all cases where contracts provide for supervision of erection and commissioning or for test at the Purchaser's premises the Purchaser except where otherwise specified, shall provide free of charge, such labour, Materials, fuels, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded by the contractor to carryout efficiently such supervision of erection and commissioning and for the requisite test. In case of contracts requiring electricity for the completion of erection, commissioning and testing at site, such electricity shall be supplied free to the Contractor.
- 33.2 Action by the Purchaser under the clause shall not relieve the contractor of his warranty obligations under the contract.

34. TRAINING

34.1 The Contractor shall, if required by the Director, Purchase and Stores provide facilities for the practical training of purchaser's engineering or technical personnel from India and for their active association on the manufacturing process throughout the manufacturing period of the contract/stores, number of such personnel to be mutually agreed upon.

35. MODE OF PAYMENT (for contracts in INR only)

35.1 Unless otherwise agreed to in writing between the Purchaser and the Contractor, payment for the delivery of the plant approved by the Inspector will be made as follows

35.2 80% of the contract price of each consignment delivered as soon as possible after preliminary inspection by user section.

35.3 20% of the contract price plus the cost of erection, if any, as soon as possible after final inspection, test and acceptance.

35.4 In addition to other remedies under the law and these conditions, the Purchaser shall have lien on each consignment in respect of which 80% has been paid to secure refund of this amount in the event of the same becoming refundable under the terms of the contract or under the law and to secure payment of any other dues under the contract or under the law.

36. PERFORMANCE BOND BANK GUARANTEE

36.1 In the event of acceptance of the offer in respect of plant, machinery, equipment, instrument, etc. the contractor will be required to submit a performance bank guarantee for 10% of the total value of the stores inclusive of all statutory levies and other charges admitted in the contract, from SBI/any nationalised bank or private sector banks, namely, ICICI bank, IDBI bank, HDFC bank and AXIS bank, on a non-judicial stamp paper of appropriate value valid till 2 months beyond the expiry date of warranty period as per the Purchaser's format towards satisfactory performance of the plant, machinery, equipment, instrument, etc. during the warranty period.

36.2 In case of bids in currency other than INR, performance bond bank guarantee shall be furnished from any bank of international repute.

37. DEFINITION OF PLANT

37.1 The word "PLANT" wherever, appears in these "Special Conditions of Contract governing supplies of Plants and Machinery" shall mean all machinery, plants, equipment or parts thereof or what the Contractor agrees to supply as specified in the Purchase Order.

APPENDIX 'A'
TO
SECTION B SPECIAL CONDITIONS OF CONTRACT
PERFORMANCE BOND
(TO BE EXECUTED BY THE CONTRACTOR'S BANK)

The President of India
(acting through the Director, Purchase & Stores)
Directorate of Purchase & Stores

WEHREAS on or about the _____ day of _____ M/s. _____ having its registered Office at _____ (hereinafter called 'The Contractor') entered into an Agreement No. _____ dated _____ for manufacture and supply of _____ (hereinafter called 'The Contract') with the President of India acting through the Director, Purchase and Stores, Department of Atomic Energy (hereinafter called 'The Purchaser').

AND WHEREAS under the terms and conditions of the contract final payment amounting to --under the contract is to be made against a performance bond in the form of bank guarantee furnished by the Contactor for a sum _____ of equivalent to 10% (Ten per cent) of the value of the contract towards satisfactory performance of the _____ (hereinafter called the equipment) valid for a period of 12 months from the date of putting into operation of the said equipment or _____ months from the date of receipt of the last lot of consignment whichever is earlier.

NOW We, (bank) inconsideration of the promises and payment of the final/balance amount of _____ under the contract to the contractor hereby agree and undertake to pay on demand and without any demur to the Director, Purchase & Stores, Directorate of Purchase and Stores, Department of Atomic Energy on behalf of the contractor a sum not exceeding _____ against any loss or damage that may be suffered by the Purchaser by the reasons of any unsatisfactory performance of the said equipment.

AND we, _____ (Bank) hereby also agree that the decision of the said Director, Purchase & Stores as to whether the said equipment is giving satisfactory performance or not and as to the amount of loss or damages suffered by the Purchaser on account of unsatisfactory performance of the said equipment shall be final and binding on us.

AND We (bank) hereby further agree that our liability hereunder shall not be discharged by virtue of any agreement between the Purchaser & the Contractor whether with or without knowledge and/or consent or by reason of the Purchaser showing any indulgence or forbearance to the contractor whether as to payment, time performance or any other matter whatsoever relating to the contract which but for this provision would amount to discharge of the surety under the law.

Our guarantee shall remain in force until _____ and unless a claim under the guarantee is lodged with us within six months from the date (i.e. _____), all rights of the Purchaser under the Guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Our liability under this guarantee shall not be affected by any change in our constitution or the constitution of the contractor.

(Stamp & Signature)
FOR AND ON BEHALF _____ (BANK)

DATED AT _____

SECTION 'C' :

TECHNICAL SPECIFICATIONS OF STORES AND DRAWINGS

Please see tender document

SECTION 'D'

FORMAT FOR SUBMISSION OF PAR-I(TECHNO-COMMERCIAL) OF THE
TENDER

Please see tender document

Part-I (Techno-commercial) OF TENDER NO. _____

Last date for receipt _____ at hrs. IST

Due date for opening _____ at hrs IST

Vendor's Offer No. _____ Date _____

FROM

M/s _____

To _____

Assistant Purchase Officer / Purchase Officer
Directorate of Purchase & Stores
Department of Atomic Energy

Dear Sir,

I/We have gone through the tendering conditions pertaining to the Two-Part Tender and General Conditions of Contracts and special Conditions of Contracts contained in Form No. DPS-P-100. I/We hereby agree to supply the stores conforming to the tender specifications incorporated in Section "C" of the tender document and also agree to abide by your General Conditions of all Contracts and Special Conditions of Contract contained in Section "B" of the Tender document.

2. You will be at liberty to accept any one or more of the items of stores offered by us and I/We shall be bound to supply you the stores as may be specified in the Purchase Order/Contract.
3. I/We hereby agree to keep the price valid for your acceptance for a period of 90 days from the date of opening of Part-II (Price) of the tender.
4. Deviation to technical specifications contained in Section "C" of the tender documents are detailed in annexure-A of the tender form while deviations proposed to the General/Special Conditions of Contract are detailed in Annexure B" to this tender. Prices applicable for the stores are indicated in Part-II (Price) of the tender.
5. I/We are also enclosing herewith all the leaflets/catalogue, etc. pertaining to the stores offered.

Yours faithfully
Stamp and Signature of the Tenderer

Encl:

Part-I (Techno-commercial) OF TENDER NO. _____

Last date for receipt _____ at hrs. IST

Due date for opening _____ at hrs IST

Tenderer's Offer No. _____ Date _____

FROM

M/s. _____

To

Assistant Purchase Officer/Purchase Officer

Directorate of Purchase & Stores

Department of Atomic Energy

Dear Sir,

In response to your invitation to tender and as per your tendering and contracting conditions, the prices applicable for the scope of supply contained in Part-I (Techno-Commercial) of our tender are indicated in the format at annexure 'A' to this tender.

We hereby agree to keep the price valid for your acceptance for a period of 90 days from the date of actual opening of Part-II (Price) of the tender.

Yours faithfully
Stamp and Signature of the Tenderer