

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

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 for supply of stores as detailed in the Purchaser's Tender Specifications. Tendering conditions and conditions of contract which will govern the contract pursuant to tender are given below.

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 101A 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)

1.0 TENDERING CONDITIONS (COMMON FOR BIDS IN INR AND OTHER CURRENCY)

1.1 PRICE

The price quoted shall be firm. Quotations, subject to escalation in price will be rejected.

1.2 VALIDITY

Quotation shall be valid for 60 days from the date of opening of the tender.

1.3 CONDITIONAL DISCOUNT

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.

1.4 EVALUATION OF TENDERS

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

1.5 SAMPLES

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.

1.6 ACCESSORIES AND SPARES

In respect of quotations for plant/machinery/ equipment/instrument, the Vendor shall furnish separately the itemized prices for essential accessories and spares.

1.7 QUANTITY

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 not 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.

1.8 INSTALLATION AND COMMISSIONING

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.

In respect of contracts involving installation and commissioning by the overseas supplier 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.

- 1.9 **AUTHORITY OF PERSON SIGNING THE TENDER**
The authority of the person signing the tender, if called for, shall be produced.
- 1.10 **OPERATION/ INSTRUCTION MANUAL**
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 Contractor shall furnish such instruction/operation manual in English along with the supply of plant/machinery/ equipment/ instrument free of cost.
- 1.11 **LEAFLET/CATALOGUE**
Vendor shall upload all necessary leaflets/pamphlets etc. in English in respect of the stores offered by him to enable the Purchaser to evaluate his quotation correctly. The quotations are liable to be ignored if this condition is not complied with.
- 1.12 **PAST PERFORMANCE**
In case the past performance of the vendor is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfilment of terms and conditions of the contract, their quotation is liable to be rejected by the purchaser.
- 1.13 **CAPACITY & FINANCIAL STANDING**
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.
- 1.14 **PURCHASER'S RIGHT**
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.
- 1.15 **BANKER'S DETAILS**
The vendor shall furnish the details regarding the name and address of their bankers in their offer including NEFT/RTGS details for e-payments.
- 1.16 **Restricted Information Categories under Section 18 of the Atomic Energy Act, 1962 and Official Secrets under Section 5 of the Official Secrets Act, 1923:**
- 1.16.1 Any contravention of the above-mentioned provisions by the contractor, sub-contractor, consultant, adviser or the employees of the contractor will invite penal consequences under the aforesaid legislation.
- 1.16.2 Prohibition against use of the name of any Institution of Department of Atomic Energy without permission for publicity purposes:
- 1.16.3 The contractor or sub-contractor, consultant, adviser or the employees engaged by the contractor 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.
- 1.17 **CONFIDENTIALITY**

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 contractor, 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 contractor.

1.18 Compliance with the Security Requirements of the Purchaser

The contractor 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 Purchasers premises, wherever authorised by the Purchaser.

1.19 COUNTRY OF ORIGIN

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

1.20 STATUTORY LEVIES

1.20.1 EXCISE DUTY

1.20.1.1 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).

1.20.1.2 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.

1.20.1.3 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.

1.20.1.4 Excise Duty Exemption Certificate will be issued only in favour of the Contractor with whom the purchase order is placed for the end product and not in favour of any third party. However, in case the offer 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 offer.

1.20.1.5 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.

1.20.1.6 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.

- 1.20.1.7 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.
- 1.20.1.8 Irrespective of issue of Excise Duty Exemption Certificate, for the purpose of comparison of the offers, the Purchaser will take into account excise duty as normally applicable unless the vendor is specifically exempted from payment of excise duty under any other notification which fact should be clearly brought out in the tender.
- 1.20.1.9 The vendor shall be solely responsible for the declaration regarding excise duty made in his offer and shall indemnify the purchaser from any claim or its liability from the excise authorities at any stage.
- 1.20.1.10 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.
- 1.20.1.11 In case of the vendors quoting Excise Duty '*nil at present*' or '*not applicable at present*', for the purpose of comparison of their offers, the purchaser will take into account the Excise Duty as normally applicable.
- 1.20.1.12 Please note that in case any refund of excise duty is granted to the Contractor 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 contractor, 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 contractor.
- 1.20.1.13 Wherever the Excise Duty is claimed and admitted, the vendor is required to furnish to the Paying Authority the following certificates:-
- 1.20.1.13.1 Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of Excise Duty made to Contractor during three months immediately preceding the date of the claim covered by the relevant bill.
- 1.20.1.13.2 Contractor's/Supplier'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 Purchase Orders/Contracts held by the Suppliers/Contractors.

- 1.20.1.13.3 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 Contractor's / Supplier's Managing Director / Manager / Accountant.
- 1.20.1.13.4 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 Contractor/Supplier after obtaining reimbursement from the Paying Authority and if the same is not immediately refunded by the Contractor/Supplier to the Paying Authority giving details and particulars of the transaction, Paying Authority will have full authority to recover such amounts from the Contractor's/Supplier'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 supplier.
- 1.20.2 VAT / CENTRAL SALES TAX /GOODS AND SERVICE TAX
- 1.20.2.1 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.
- 1.20.2.2 When VAT/ Central Sales Tax/ Goods and Service Tax is claimed as extra by the Contractor/Supplier in general and on packing charges in particular, the following certificates should be submitted by the Suppliers/Contractors to the Paying Authority on the bills itself:-
- 1.20.2.2.1 *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/ Central Sales Tax/ Goods and Service Tax on these goods and packing charges are not more than what is payable under the provision of relevant Act or the rules there-under.-*
- 1.20.2.2.2 *Certified further that we have actually paid VAT/ Central Sales Tax/ Goods and Service Tax and are being assessed to VAT/ Central Sales Tax/ Goods and Service Tax 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/ Central Sales Tax/ Goods and Service Tax on packing charges wherever claimed.*
- 1.20.2.2.3 *Certified further in respect of amount claimed in 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.*
- 1.20.2.2.4 *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)

1.20.3 OCTROI DUTY

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 offer itself and the same will be issued only on specific request. Suppliers should quote price exclusive of Octroi Duty and the same must be clearly mentioned in the offer. However, under no circumstance Octroi duty will be reimbursed or paid in case of any claim from suppliers at later stage. It may also be noted that if requirement of Octroi Duty Exemption Certificate is not indicated in their original offer, 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.

1.20.4 ENTRY TAX

It will be the responsibility of the vendor/contractor to indicate percentage/quantum of entry tax applicable and intention for claiming reimbursement 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.

1.20.5 CUSTOMS DUTY

1.20.5.1 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 and provide to the contractor for availing the concessional rate of customs duty.

1.20.5.2 Since this Directorate handles purchases for both Research Institutions and Industrial Units under the Department of Atomic Energy, in case an Indian supplier/agent submits an offer for supply of out rightly imported stores in Indian Rupees, they should quote price for CIF Port of Destination (like CIF Mumbai, CIF Chennai etc.). However, the transit insurance for the same should be taken from an Indian Insurance company nominated by the purchaser, so as to provide insurance coverage from anywhere in the world to anywhere in India. Wherever, against a requirement, both indigenous as well as imported offers are received, the offers for imported stores will be evaluated on the basis of total landed cost after loading custom duty and other levies as may be applicable from time to time for taking purchase decision.

1.20.5.3 High Seas sale will not be considered.

1.20.5.4 Wherever against a requirement, both indigenous as well as imported offers are received, the offers for imported stores will be evaluated on the basis of the total landed cost after loading the full customs duty and other levies as may be applicable from time to time for taking purchase decision.

1.20.5.5 Customs duty exemption certificate will not be issued for raw materials/ components or any other intermediary materials going into the manufacture of the end product.

1.20.6 FLUCTUATION IN THE EXCISE DUTY/CUSTOMS DUTY

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.

1.21 PERMANENT ACCOUNT NUMBER (PAN) & REGISTRATION CERTIFICATE

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.

1.22 PRICE PREFERENCE FOR MICRO & SMALL ENTERPRISES

In respect of offers from Micro & 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 offer 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 submit required document, along with tender, will disqualify the vendor for claiming preferences at later date.

1.23 PURCHASE PREFERENCE

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

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

1.24.1 Wherever contracts envisage supply of Free Issue Material (FIM) by the Purchaser to the contractor for fabrication of the contracted equipment/stores, such Free Issue Material shall be safeguarded by an insurance policy to be provided by the contractor 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:

1.24.2 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 contractor)
Beneficiary : The President of India, acting through
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.

1.24.3 Free Issue Material (FIM) will be issued to the contractor only after receipt of the Insurance Policy from the contractor. The contractor 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.

1.24.4 Notwithstanding the insurance cover taken out by the contractor as above, the contractor 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 contractor 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 contractor shall be liable to the Purchaser to pay compensation to the full extent of damage/loss. The contractor 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 contractor's works shall be inspected by them for ensuring safe and correct receipt of the material. The contractor shall report the discrepancies, if any, to the Purchaser within 5 days from the date of receipt of the material. The contractor 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 contractor for ensuring safe preservation and storage. The contractor, 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 contractor 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 contractor 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 contractor.

1.25 **PRODUCTS WITH ISI MARK**

1.25.1 Products with ISI mark will be preferred.

1.25.2 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.

2.0 **TENDERING CONDITIONS (FOR BIDS IN CURRENCY OTHER THAN INR)**

2.2 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.

2.2.1 How to get a Digital Signature Certificate?

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

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

2.3 **TERMS OF PRICE**

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

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 |

2.3.2 Since the Purchaser has authorised Consolidation Agents, they will arrange to pick up the consignment from the Supplier’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.

2.3.3 For ocean shipment : FOB/FAS port of shipment –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.

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

2.3.5 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.

2.4 Quotations from Indian Agents on behalf of foreign suppliers

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

2.4.1.1 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.

2.4.1.2 The type and nature of after sales services to be rendered by the Indian Agent.

2.4.1.3 The Indian Agents are allowed to quote on behalf of only one foreign Principal/Supplier against this tender.

2.5 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.~~

2.6 INSURANCE

Insurance of the stores, wherever necessary, will be arranged by the Purchaser directly with his Underwriters.

2.7 EXPORT LICENCE/EXPORT PERMISSION

2.7.1 It is entirely the responsibility of the suppliers 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. 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. This Department reserves the right to reject any quotation, which is not in conformity with the above instructions.

2.7.2 Whenever an End-use Certificate is desired by the contractor, 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.

2.7.3 END USER STATEMENT:

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

2.7.4 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.

2.7.5 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".

3.0 **TERMS AND CONDITIONS OF CONTRACT (Common for bids in INR/other currency)**

3.1 Definitions and Interpretations:

‘Purchaser’ means the President of India and includes his successors or assign.

‘Director, Purchase & Stores’ means the Director, Purchase and Stores of the Government of India, Department of Atomic Energy for the time being in the administrative charge of the Directorate of Purchase and Stores and includes Joint Director, Purchase and Stores, Deputy Director, Purchase and Stores, Purchase Officer or Assistant Purchase Officer of the said Directorate of Purchase and Stores of the Department of Atomic Energy or any other officer authorized for the time being to execute contract relating to the purchase and supplies of stores on behalf of the purchaser.

‘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 include his/its successors, heirs, executors, administrators and permitted assignees as the case may be.

‘Purchase Order’ or ‘Contract’ means a Letter or any such online/written communication conveying acceptance of vendor’s quotation together with general terms and conditions specified herein and any subsequent amendments/alterations thereto made on the basis of the agreement.

‘Stores’ or ‘Supply’ or Material’ or any term used to indicate the nature of stores to be supplied under the contract, means the goods specified in the contract/Purchase Order.

‘FOB/FCA/FAS’ means respective INCOTERMS.

3.2 TIME FOR AND DATE OF DELIVERY – THE ESSENCE OF CONTRACT

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 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 above, 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
- 3.2.5 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.
- 3.3 PURCHASER'S REMEDY
- 3.3.1 If the contractor fails to deliver the contracted quantity of stores of any portion or instalment thereof within the period fixed for such delivery or such additional period allowed by the purchaser in accordance with foregoing para or any time before expiry of such period repudiates the contract, the Director, Purchase & Stores may, without prejudice to the rights of the Purchaser.
- 3.3.2 Purchase or authorize the purchase elsewhere, with due notice to the contractor, on the 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 specifications 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/instalment not yet due for delivery OR
- 3.3.3 Cancel the contract or portion thereof and if he so desires purchase or authorize purchase of the stores not so delivered or others of a similar description (where stores exactly complying with the contract specifications are not in the opinion of the Director, Purchase & Stores, which opinion shall be final, readily procurable) at 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 quotation in response to risk purchase enquiry even though the lowest.

- 3.3.4 In the event of action being taken as per sub clause 3.3.2 or 3.3.3 above, the contractor shall be liable for any loss which the Purchaser may sustain on that account provided that the purchase, or if there is an agreement to purchase, then such an agreement is made, within reasonable period from the date of such failure. The contractor shall not, however, be entitled to any gain on such Purchase made on account of his default.
- 3.4 **ADVANCE INTIMATION OF DESPACH**
- The contractor shall give to the consignee advance intimation by email/fax about despatch/shipment of the stores covered under the contract for arranging necessary preparations for taking delivery.
- 3.5 **CLAIMS**
- If the Purchaser incurs any extra expenditure due to delay in receipt of shipping intimation the contractor shall make good such extra expenditure incurred by the purchaser.
- 3.6 **PATENT RIGHT**
- The contractor indemnify and keep indemnified the Purchaser from and against any and all claims, actions, costs, charges arising from or for infringement of any patent right, copy right or other protected right in any design, plans, diagrams etc. in respect of the stores supplied by him under the contract.
- 3.7 **PACKING**
- The contractor shall be responsible for the plant/machinery/equipment/instrument/ stores being sufficiently and properly packed for suitable shipment, so as to ensure their being free from any loss or damage or deterioration on arrival at the destination. If the Purchaser sustains any loss on account of the stores being not packed properly due to the negligence on the part of the contractor or his employees, agents or other authorized personnel, the contractor shall make good such losses sustained by Purchaser.
- 3.8 **EXPORT LICENCE, if any**
- Successful Vendor shall be responsible for obtaining all necessary permits and licences etc. for the goods from authorities in the concerned country.
- 3.9 **WARRANTY**
- 3.9.1 The stores supplied under the contract shall be guaranteed for their quality, workmanship and trouble-free operation for a period of twelve months from the date of receipt and final acceptance by the consignee in India and in the event of any defects/deficiencies being noticed during the warranty period the contractor shall upon notification of such defects set right the defects/deficiencies within a reasonable time free of cost to the purchaser (including freight charges). If however, the defects/deficiencies are such that they cannot be rectified the contractor shall replace the defective stores with stores conforming to the contract specification free of cost to the Purchaser on C&F basis and for this purpose the Purchaser may allow such a reasonable time as he considers necessary. Replacement shall be made before removing the defective stores. If replacement cannot be made before removing defective

stores, then the contractor shall furnish bank guarantee as per format provided by the purchaser before removing defective stores.

- 3.9.2 It is expressly agreed that the acceptance of the stores contracted for by the Storekeeper (Receipt and inspection) of the Directorate of Purchase and Stores. Department of Atomic Energy, Government of India is subject to final approval, in writing by the Purchase Officer of the said Department whose decision shall be final.
- 3.9.3 If, in the opinion of the Purchase Officer, all or any of the stores supplied are not of the quality specified or required, they may be either rejected or accepted at a price to be fixed by the Purchase Officer and his decision as to rejection and the prices to be fixed shall be final and binding on the contractor.
- 3.9.4 If the whole or any part of the stores to be supplied shall be rejected in accordance with Clause No. 3.9.3 above, the Purchase Officer shall be at liberty with or without notice to the contractor to purchase from the open market at the expense of the contractor, stores of the quality contracted for in place of those rejected, provided that the purchase, or if there is an agreement to purchase, then such, agreement is made within six months from the date of rejection of the stores aforesaid.
- 3.9.5 Rejected stores shall remain with consignee at contractor's risk and responsibility if instruction for this disposal are not received within a period of 14 days from the date of receipt of the Advice of Rejection they may, at the discretion of the said Purchase Officer or his representative, be scrapped or sold or be consigned to the contractor's address at the contractor's entire risk and expenses, freight both ways being payable by the contractor at Public Tariff Rates.
- 3.10 PAYMENT TERMS (FOR QUOTATION SUBMITTED IN INR)
- 3.10.1 The purchaser's standard payment terms are full payment after receipt and acceptance of the stores by the purchaser.
- 3.10.2 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 instalments of supply. However, such instalment 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 instalments shall be normally restricted to four (4). However acceptance or otherwise of instalment delivery and pro-rata payment is reserved by the purchaser.
- 3.10.3 Contractor's bill will not be passed for payment until the stores have been received, inspected, accounted for and accepted by the said Purchase Officer.
- 3.10.4 The contract shall be governed by the Laws of India for the time being in force. The courts within the local limits of whose jurisdiction the place from which the purchase order is issued is situated only shall have jurisdiction to deal with and decide any matter arising out of the contract.
- 3.11 PAYMENT TERMS (FOR QUOTATION SUBMITTED IN OTHER THAN INR)
- Payment in full after receipt and acceptance of the stores by the purchaser, by wire transfer (excluding the amount of agency commission included in the price payable directly by the Purchaser to the Indian Agents in Indian Rupees).

The following documents such as negotiable Bill of Lading or Airway Bills as the case may be, invoice for shipment, and packing list shall be submitted to Paying Authority.

3.12 AGENCY COMMISSION

3.12.1 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".

3.12.2 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.

3.13 TRAINING

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.

3.14 RECOVERY OF SUMS DUE

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.

3.15 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

3.15.1 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.

3.15.2 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.

3.16 **LAW GOVERNING THE CONTRACT (for contracts in INR)**

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.

3.17 **JURISDICTION (for contracts in INR)**

The courts within the local limits of whose jurisdiction the place from which the Purchase Order is issued is stipulated only shall have jurisdiction to deal with and decide any matter arising out of this Contract.

3.18 **RECTIFICATION AND REPLACEMENT OF DEFECTIVE STORES**

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.

3.19 **RIGHT TO REJECT QUOTATION**

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

3.19.2 **The Purchaser also reserves 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.

TENDER FORM

**GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
DIRECTORATE OF PURCHASE & STORES**

Purchaser's Tender Enquiry No: _____
Supplier's Offer No. : _____
Date : _____

From _____

To

The Purchase Officer
Department of Atomic Energy
Directorate of Purchase & Stores

Dear Sirs,

I/We hereby offer to supply the stores / provide services as detailed in the Purchaser's Tender Specification at the price quoted and agree to hold this quotation open till 90 days from the date of opening of tender. I/We shall be bound to supply the stores / provide services hereby offered upon issue of the Purchase Order / contract communicating acceptance thereof on or before the expiry of validity of quotation. You are at liberty to accept any one or more of the items of stores / services tendered for or any portion of any one or more of the items of such stores. I/We, notwithstanding that the quotation is in this tender has not been accepted in whole, shall be bound to supply to you such items and such portion or portions of one or more of the items / services as may be specified in the said Purchase Order /contract communicating the acceptance.

I/We have understood the terms and conditions of the contract and the instructions to vendors annexed to the invitation to tender and have thoroughly examined the specification/drawing and /or pattern quoted or referred to herein and/or fully aware of the nature of the stores /services required and my/our offer is to supply the goods /render services strictly in accordance with the requirements subject to the conditions printed overleaf and contained in the Purchase Order /contract communicating acceptance of this tender either in whole or in part.

Stamp and Signature of Tenderer