

GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
DIRECTORATE OF PURCHASE AND STORES

INVITATION TO TENDER

Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India, for and on behalf of President of India, invites online tenders for execution of contract in accordance with the purchaser's tender specifications. The invitation to tender, tendering conditions, general conditions of contract, special conditions of contract and additional conditions of contract, if any, which will govern the contract pursuant to tender are attached.

Bidders interested to submit bid are requested to go through the contents of this document and ensure that the bid is submitted online on or before the due date and time indicated in NIT and as per technical specifications and terms and condition indicated herein and upload digitally signed or ink signed undertaking of Form No. s e_DPS-P-102A appended herewith.

Off line bids including hard copy in any form will not be accepted.

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

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DEFINITIONS AND INTERPRETATION

In the invitation to tender, tendering condition, contract, general conditions of contract and special conditions of contract, unless the context otherwise require the following interpretation shall be valid.

- 1.1. “BID” shall mean the quotation in response to the NIT submitted with EMD, if applicable and within the period mentioned in the NIT.
- 1.2. “BIDDER” means an individual, a firm, a limited liability partnership, a company whether incorporated or not, an association of person or joint venture who has submitted a bid to execute the contract and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case may be.
- 1.3. “CONSIGNEE” shall mean the authorised representative or officer of the purchaser at the site to whom the stores are required to be delivered in the manner indicated in the contract.
- 1.4. “CONTRACTOR” means a successful bidder with whom a contract agreement has been entered to by the purchaser and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case may be.
- 1.5. “CONTRACT” or “PURCHASE ORDER” means and comprises of a letter or e-mail or ink signed or digitally signed document issued/sent by the purchaser conveying acceptance of bidder’s/contractor’s bid submitted in response to the invitation to tender, tendering conditions, general and special conditions of contract specified in the NIT within the validity of the bid and any subsequent amendments/alterations thereto made on the basis of mutual agreement.
- 1.6. “DELIVERY DATE” means date of completion of contract excluding warranty period and its obligations as stipulated in the contract.
- 1.7. “DIRECTOR, DIRECTORATE OF PURCHASE AND STORES” means the Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India, for the time being in the administrative charge of the Directorate of Purchase and Stores and includes Ex-officio Director, Regional Director, Joint Director, Deputy Director, Purchase Officer or Assistant Purchase Officer of the said Directorate of Purchase and Stores or any other officer authorized in writing to execute the contract on behalf of the purchaser.
- 1.8. “EARNEST MONEY DEPOSIT (EMD)” means the deposit made in the form and manner specified in the NIT by the participating bidder towards bid security.
- 1.9. “HINDRANCE” means an event resulting in stoppage or delay of work because of the purchaser as recorded by the contractor and authenticated by the purchaser.
- 1.10. “INSPECTOR” or “QUALITY SURVEYOR” means any engineer/officer nominated and deputed by the purchaser or their appointed consultants or quality surveillance agency or any other person authorized by the purchaser from time to time to act as his representative for the purpose of inspection of stores under the contract.
- 1.11. “Notice Inviting Tender (NIT)” means invitation to tender, tendering condition, general conditions of contract, special conditions of contract, additional conditions of contract, if any, and any other document mentioned thereto.

- 1.12. "PARTIES" mean the parties to the contract, i.e., the contractor and the purchaser named in the contract.
- 1.13. "PERFORMANCE BOND BANK GUARANTEE (PBBG)" means the deposit made in the form and manner specified in this document by the contractor towards satisfactory performance of the stores/plant supplied.
- 1.14. "PURCHASER" means Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India, acting on behalf of the President of India for the time being the administrative in-charge of the Directorate of Purchase and Stores or any other authorized officer and includes his successor or assignees.
- 1.15. "SECURITY DEPOSIT BANK GUARANTEE (SDBG)" means the deposit made in the form and manner specified in this document by contractor towards satisfactory performance of the contract.
- 1.16. "STORES" or "PLANT" means the materials, goods, machinery, plants, equipment or parts thereof specified in the contract which the contractor has agreed under the contract.
- 1.17. "SUB-CONTRACTOR" means any contractor engaged by the contractor with the prior approval of the purchaser in relation to the contract.

SECTION – A
Invitation to Tender and Tendering Conditions

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1. INVITATION TO TENDER

- 1.1. Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India for and on behalf of the President of India, invites bids for execution of contract in accordance with the purchaser's technical specifications. The conditions of contract which will govern the contract pursuant to this tender are available in the NIT. Bidders who are in a position to submit their bid for the same as per the conditions stipulated in the NIT are requested to submit their bid in a manner and method specified in the NIT.

2. EMD

- 2.1. EMD where called for will have to be submitted by the participating bidder in the form and manner specified in the NIT so as to reach the purchaser at the address mentioned in the NIT on or before the due date and time mentioned in the NIT.
- 2.2. Non receipt of EMD as per Clause no. 2.1 above, will result in rejection of bid without any reference to the bidder, except in cases given under Clause no. 2.3 below.
- 2.3. The following categories of bidders are exempted from submission of EMD:
 - 2.3.1. Bidders having valid registration with Directorate of Purchase and Stores, Department of Atomic Energy;
 - 2.3.2. Micro and Small Enterprises having valid registration with MSME or NSIC and eligible for exemption according to government policies.
 - 2.3.3. Bidder submitting bid in the currency other than INR.
- 2.4. REFUND OF EMD
 - 2.4.1. EMD of unsuccessful bidders will be returned within thirty days after finalisation of the tender. EMD of successful bidders will be returned within thirty days of submission of security deposit as called for in the contract.

3. MANNER AND METHOD FOR SUBMISSION OF BIDS

- 3.1. All bids in response to this invitation shall be submitted online in English as under:
- 3.2. The bid shall include/contain all technical details, technical specifications, drawings, literature, reference to earlier supplies of similar equipment along with quantity, time required for submission and approval of drawings, manufacturing and delivery period, inspection/testing procedure, itemized list of spares and quantity recommended by the bidder for purchase, term of price, mode and payment terms, mode of despatch, including all price details thereof.
- 3.3. The price bid shall be submitted strictly online in accordance with the format provided by the Purchaser.
- 3.4. The bidder shall indicate lump sum cost of essential accessories and spares in the price bid format, wherever applicable, to make their bid complete in all respect as per purchaser's technical specifications, in the tender. The price break-up of main equipment, list of accessories and spares with quantity and unit price, if any, should be uploaded as a separate document if required as per tender document.
- 3.5. Tender should be submitted online on or before the time and date specified for its submission.

4. PRICE

- 4.1. The prices quoted must be FIRM during the currency of the contract.

5. PAYMENT TERMS

- 5.1. Standard payment terms for supplies made against this invitation of tender will be as indicated in form number DPS-P-100.
- 5.2. Bidder quoting payment terms other than the one mentioned in the tender will be rejected

6. CONDITIONAL DISCOUNT

- 6.1. In case the bidder offers any conditional discount with regard to acceptance of the bid within a specific period or specific payment terms, delivery date, quantity, etc., the purchaser will not take into consideration such conditional discount while evaluating the bid.

7. VALIDITY OF BIDS

- 7.1. Bids shall be kept valid for acceptance for a period as mentioned in the tender. Bids with shorter validity period shall be rejected.

8. ONE BID PER BIDDER

- 8.1. Each bidder shall submit only one bid for a tender. All bids of the bidder who submits more than one bid for the same tender; will be rejected without any notice to the bidder.
- 8.2. If a bidder submits bid on behalf of two principals or if the bidder and his sister concern participates in the same tender or such instances where participation of any bidder leads to conflict of interest, the bid will be rejected without any notice to the bidder.

9. QUALIFYING REQUIREMENTS

- 9.1. The bidder is required to upload all supporting documents/information on the e-tender portal necessary for establishing their qualification as mentioned in the NIT.

10. OPENING OF BID

- 10.1. Unless otherwise preponed or postponed, tender will be opened online on the date and time indicated in the NIT.
- 10.2. All the bidders who have submitted valid bids within the due date and time specified for its submission can view the list of bidders and price bid of bidders who have participated in the tender online after opening of the bid.

11. DECLARATION OF HOLIDAY

- 11.1. If the date(s) specified for opening of the bid is/are declared as holidays by Director, Directorate of Purchase and Stores due to any administrative reasons, then the due date(s) for receipt/opening of bid will get postponed to the next working day.

12. EVALUATION OF BIDS

12.1. TECHNICAL CLARIFICATIONS

After opening of the bid, if it becomes necessary for the technical authorities/user department of the purchaser to seek clarifications from the bidder, the same will be sought for from the bidder by the technical authorities/user department. In such an

event, the bidder shall furnish all technical information/clarification to the concerned technical authority/user department directly to reach them 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 bidder do not reach them on or before the due date and time fixed for its receipt, such bid will be liable for rejection at the discretion of the purchaser without any further notice. The bidder shall not, however, furnish a new bid at this stage. A new bid at this stage will be rejected by the purchaser.

12.2. Evaluation of bid shall be based on technical specifications attached with the tender and on the basis of total landed cost.

12.3. DETERMINATION OF TOTAL LANDED COST FOR COMPARISON (AIR/SEA SHIPMENTS)

12.3.1. The following will be the loading for air/sea freight

12.3.1.1. FCA/FOB price + air/sea freight @10% of FCA/FOB price (or sea freight quoted by bidder) = CFR price

12.3.1.2. CFR price + insurance @ 1% of CFR price= CIF price

12.3.1.3. CIF price + taxes & duties as applicable = DDP

12.3.1.4. [DDP + clearing charges @ 1% of CIF price + inland freight @ 1% of CIF price] x exchange rate = total landed cost in INR

Exchange rate means Purchase price of the quoted currency as intimated by State Bank of India and as applicable on the date of opening of bid.

12.4. CAPACITY AND FINANCIAL CAPABILITY

12.4.1. In case it is found that the bidder does not possess the requisite infrastructure, capacity, capability and their financial capability satisfactory or not meeting the qualification criteria indicated in the NIT or not complied with warranty obligations; such bids are liable to be rejected by the purchaser during evaluation of bid.

12.5. PAST PERFORMANCE

12.5.1. In case the past performance of the bidder is not found to be satisfactory with regard to quality, delivery date, warranty obligation and compliance of terms and conditions of the contract, their bid is liable to be rejected by the purchaser during evaluation of bid.

12.6. POST SUPPLY INSPECTION

12.6.1. The bidder should clearly mention requirement of post supply inspection in the bid. The purchaser reserves the right to deny access to the contractor or its representative or any third party to the Stores supplied by the contractor after its supply. Bids which are not complying with this post supply inspection requirement are liable to be rejected by the purchaser during evaluation of bid.

13. QUANTITY

13.1. Quantities mentioned in the NIT are approximate. One or more of the items of the stores tendered or a portion of any one or more of the items of such stores may be accepted by the purchaser. A bidder 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.

14. INSTALLATION/ERECTION AND COMMISSIONING

- 14.1. Wherever, the purchaser's NIT includes installation and commissioning or supervision of installation and commissioning or erection and commissioning of the stores by the bidder, the bidder must clearly and separately quote the prices for the supply of the Stores and the charges for installation and commissioning or its supervision or erection and commissioning, as the case may be.
- 14.2. The bidder should not include charges towards installation and commissioning or its supervision or erection and commissioning in the price of the stores offered. In case of failure to quote separately, purchaser will deduct taxes as applicable on full contract value.
- 14.3. In respect of contracts involving installation and commissioning or its supervision or erection and commissioning by the contractor including the overseas contractor where identifiable charges for the same have been quoted, the contractor shall bear the tax liability as per the rates prevailing at the time of undertaking the job in accordance with the relevant Act/Laws in force in India.
- 14.4. When the scope of the contract includes installation and commissioning, it shall be the sole responsibility of the contractor to undertake the installation and commissioning as and when called for, by the purchaser.

15. TEST CERTIFICATE

- 15.1. Wherever the tests and test certificates are required by the purchaser, test shall be conducted and test certificate shall be furnished by the contractor as per the requirement of technical specification.

16. OPERATION/INSTRUCTION MANUAL:

- 16.1. In respect of stores where instruction/operation manual is essential to enable the purchaser to put the stores into proper use, the contractor shall furnish such instruction/operation manual in English language along with the stores free of cost.

17. LEAFLET/CATALOGUE:

- 17.1. Bidder shall upload all necessary catalogues/drawings technical literature data sheet as are considered essential for full and correct evaluation of their technical bid. The bids are liable to be ignored if this condition is not complied with.

18. ACCEPTANCE OF BID

- 18.1. The purchaser shall be under no obligation to accept the lowest or any other bid and shall be entitled to accept or reject any bid in part or full without assigning any reasons whatsoever.
- 18.2. The purchaser also reserves the right to reject the bid, which is not in conformity with the conditions contained in this document or the instructions to bidders attached in NIT, if any including non-acceptance of submission of securities as called for in the NIT.

Clauses 20.0 to 24.0 are applicable only for bids quoted in INDIAN RUPEES.

19. STATUTORY LEVIES SUCH AS GOODS AND SERVICE TAX

- 19.1. Statutory levies at rate applicable for the purchaser within original delivery date will be admitted by the purchaser.

19.2. **GOODS AND SERVICE TAX**

19.2.1. The purchaser is entitled for GST at the concessional rate as per notifications issued by the Government, as amended from time to time, in respect of purchases made for certain stores.

19.3. Decision to avail concession/exemption, in each case will be at the sole discretion of the purchaser. Wherever concession/exemption is mentioned in the contract, purchaser will provide the relevant certificate to the contractor. It would be the responsibility of the contractor to obtain the same from the purchaser before effecting the delivery of stores failing which the excess tax paid by the contractor shall not be reimbursed by the purchaser.

19.4. The following certificates shall be submitted by the contractor to the paying authority alongwith the bills itself:-

19.4.1. *Certified that Taxes and Duties charged has not been exempted under the respective Acts and rules made there-under and the amount claimed on account of inclusive all subsumed taxes and duties and is not more than what is payable under the provisions of relevant Act or the rules made there-under.*

Certified further in respect of amount of Taxes and Duties claimed in the bill, no claim is pending for refund/or admissible for adjustment of Taxes and Duties. Certified that in the event of refund in whole or in part of the element of taxes and duties from Government in future, we shall refund the amount of refund obtained by us to the purchaser.

Certified that we the contractor shall be solely responsible for payment of Taxes and Duties made in the Invoice to the concerned authorities and shall indemnify the purchaser from any claim or its liability from concerned authorities at any stage.

Certified that no refund has been obtained in respect of the reimbursement of Taxes and Duties made to contractor in respect of earlier reimbursements made by the purchaser.

In case of failure on our part to refund the reimbursement received from Tax Authorities, we the contractor hereby permit, the purchaser to deduct a sum equivalent to the amount refunded by the 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.

Further certified that the, we abide-by the all provisions of Acts of the Government and rules made thereunder especially regarding anti-profiteering provisions. Certified further that we (our Branch or agent)

_____ (address) are registered in the State of _____ under Registration numbers No. _____ .

(Stamp and Signature of the Contractor)

20. CUSTOMS DUTY

20.1. In case an Indian bidder submits a bid for supply of outrightly imported stores in Indian Rupees, they should quote price for free and safe delivery of stores at destination. The name of their foreign contractor and country of origin shall also be

indicated. However, purchaser will neither provide any certificate for availing concession/exemption from payment of customs duty nor will reimburse the same.

20.2. Bids on High Sea sales basis will not be considered.

21. FLUCTUATION IN THE STATUTORY LEVIES

21.1. 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 statutory levies on raw materials and/or components used directly in the manufacture of the contracted stores, taking place during the pendency of the contract. However, any reduction in statutory levies on these raw materials and/or components must be passed on to purchaser.

22. AUTHENTICATION

22.1. The person digitally signing and uploading the bid or any other document in respect of the tender on behalf of the bidder shall be deemed to warrant that he has the authority to do so and the action will be binding on the bidder. The bidder shall indemnify the purchaser from any consequences arising thereof.

22.2. Overseas bidder should also refer Clause No. 46.1 of this Section for details on obtaining digital signature certificate valid in India.

22.3. 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 bidder and signatory liable jointly and severally for all costs and damages.

23. DELIVERY FOR CONTRACT IN INDIAN CURRENCY

23.1. Bidder should note that the bid is liable for rejection by the purchaser unless the bidder offers to complete the contract within the delivery date specified by the purchaser. The prices quoted by the bidder should include all charges involved for direct and safe delivery of the stores to the place of delivery indicated by the purchaser. If a bidder so desires separate charges for transportation and safe delivery to the place of delivery could be furnished at appropriate column of Price Bid format. Failure to indicate such charges, will not entitle the bidder to claim safe delivery charges separately. Purchaser will neither undertake responsibility for transit insurance nor pay for it separately. No other delivery term than stated in the NIT will be accepted by the purchaser.

23.2. The stores shall neither be despatched under 'purchaser's risk' nor consigned to 'self', but only to the consignee indicated in the contract. Non-adherence to this condition shall make the contractor liable to bear all consequential penalties/expenses such as demurrage, wharfage, etc. which the purchaser may incur.

23.3. The consignee will, as soon as possible, but not later than thirty days from the date of arrival of stores at destination notify the contractor of any loss or damage to the stores that may have occurred during transit to enable the contractor to repair/rectify the defects/damages or replace the stores as is appropriate, free of all charges. In case it is desired by the contractor for returning of the stores to them, all expenses towards transportation, etc. will be borne by the contractor and the contractor will also furnish bank guarantee as per format in Annexure for the payment already made by the purchaser to the contractor on this account, if any.

24. DOCUMENTS TO BE UPLOADED BY INDIAN BIDDER

24.1. Indian bidders are required to upload a copy of the PAN card/letter and copy of the factory registration/licence or shop establishment certificate/GSTIN etc. as applicable with the bid.

25. PURCHASE/PRICE PREFERENCE

25.1. Purchase/price preference to industries will be given as per the policy of the Government of India in force at the time of opening of bids provided their bid is in compliance with the conditions of the policy.

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

26.1. Wherever the contract envisage supply of FIM by the purchaser to the indian contractor for fabrication of the stores, such FIM shall be safeguarded by a Bank Guarantee as per format in Annexure or insurance policy to be provided by the indian contractor at his own cost for the full value of FIM and the insurance policy or Bank Guarantee shall cover, the following risks specifically and shall be valid for six months beyond the delivery date.

26.2. **RISKS TO BE COVERED:** Any loss or damage to the FIM 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 objects falling on FIM while in his possession including transit period.

Insured by:	(Name of the contractor)
Beneficiary:	Director, Directorate of Purchase and Stores Department of Atomic Energy On behalf of The President of India
Amount for which insurance Policy/Bank Guarantee has to be furnished	The amount will be indicated in the respective contract.

26.3. Notwithstanding the insurance cover taken out by the indian contractor as above, the contractor shall indemnify the purchaser and keep the purchaser indemnified to the extent of the value of FIM to be issued till such time the entire contract is executed and proper account for the FIM is rendered and the left over/surplus and scrap items are returned to the purchaser. The contractor shall not utilize the FIM for any job other than the one contracted out in this case and also not indulge in any act, commission or omission or negligence which may cause/result in any loss/damage to the purchaser and in which case, the contractor shall be liable to pay full compensation to the purchaser to the extent of damage/loss as assessed by the purchaser. The decision of the purchaser will be final and accepted by the contractor. The contractor shall be responsible for the safety of the FIM after these are received by him and all through the period during which the materials remain in his possession/control/custody. The FIM on receipt at the contractor's works shall be inspected by him for ensuring safe and correct receipt of FIM. The contractor shall report the discrepancies, if any, to the purchaser immediately but not later than five working days from the date of receipt of FIM. The contractor shall take all necessary precautions against any loss, deterioration, damage or destruction of the FIM from whatever cause arising whilst the said FIM remain in his

possession/custody or control. The FIM shall be inspected periodically at regular intervals by the contractor for ensuring safe preservation and storage and maintain inspection report. The contractor shall also not mix up the FIM in question with any other goods and shall render true and proper account of the FIM actually used and return balance/remaining/unused FIM on hand and scrap within the delivery date. If it is not possible to return balance remaining unused FIM on hand and scrap within the delivery date, the contractor hereby authorises the purchaser to deduct the difference between the cost of FIM supplied and the cost of FIM actually used from the amount payable to the contractor. The contractor shall also indemnify the purchaser to compensate the difference in cost between the actual replacement cost of FIM lost/damaged and the claim settled in favour of the purchaser by the insurance company. The decision of the purchaser, as to whether the contractor has caused any loss, destruction, damage or deterioration of FIM while in his possession, custody or control from whatever cause arising and also on the quantum of damage suffered by the purchaser, shall be final and binding upon the contractor.

- 26.4. Wherever the contract envisage supply of FIM by the purchaser to the foreign contractor for fabrication of the stores, such FIM shall be safeguarded by a Bank Guarantee to be provided by the contractor at his own cost for the full value of FIM and the Bank Guarantee shall cover, the risks mentioned in Clause 27.2 and 27.3 above and shall be valid for six months beyond the delivery date.
- 26.5. FIM will be issued to the contractor only after receipt of the insurance policy/Bank Guarantee 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.

27. BIDS FROM INDIAN AGENTS ON BEHALF OF FOREIGN CONTRACTOR

- 27.1. The agent should be enlisted with Directorate of Purchase and Stores, Department of Atomic Energy.
- 27.2. Indian agents are allowed to quote on behalf of only one foreign contractor against this tender.
- 27.3. In case the bid is submitted by an Indian bidder or Indian agent on behalf of their foreign contractor, following documents is required to be uploaded with the bid, failing which, bid is liable to be rejected without further notice to the bidder.
 - 27.3.1. Copy of the agency agreement between the principal and the Indian agent showing the percentage or the quantum of agency commission payable and included in the price quoted and a valid letter of authority from the principal authorizing the Indian agent to submit the bid on their behalf should be uploaded with the bid. The agency agreement shall be valid on the date of opening of bid and shall remain valid throughout the currency of contract.
 - 27.3.2. The type and nature of after sales services to be rendered by the Indian agent.
 - 27.3.3. The enlistment certificate issued by Directorate of Purchase and Stores.

28. RESTRICTED INFORMATION CATEGORIES UNDER SECTION 18 OF ATOMIC ENERGY ACT, 1962 AND OFFICIAL SECRETS UNDER SECTION 5 OF THE OFFICIAL SECRETS ACT, 1923

28.1. Any contravention of the above-mentioned provisions by the bidder or contractor or its sub-contractor, consultant, adviser or its employees will invite penal consequences under the aforesaid legislations as amended from time to time.

29. PROHIBITION AGAINST USE OF THE NAME OF ANY INSTITUTION OF DEPARTMENT OF ATOMIC ENERGY WITHOUT PERMISSION FOR PUBLICITY PURPOSES

29.1. The bidder or contractor or its sub-contractor, consultant, adviser or its employees or any one claiming on behalf of them 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.

30. CONFIDENTIALITY

30.1. 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 bidder or contractor as the case may be, and should not be disclosed or passed on to any other person/firm without prior written consent of the purchaser. This clause shall also apply to anyone claiming through bidder or contractor, i.e., the sub-contractors, consultants, advisers of the contractor and its employees, etc.

31. CANVASSING

31.1. Canvassing in any form with regard to this tender will lead to rejection of the bid

32. EXPORT LICENCE/EXPORT PERMISSION

32.1. It is entirely the responsibility of the bidder or contractor to obtain export permission/licence/authorisation for stores of foreign origin as required from the respective Government before arranging shipment.

32.2. The contractor shall reimburse all cost to the purchaser towards establishment of letter of credit or similar payment instruments in case of failure to obtain export licence/export permission, if applicable or failure to execute the contract.

32.3. The contractor 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 Stores, while seeking export permission/licence. It is, therefore, necessary that the contractor offering stores from foreign countries shall have thorough knowledge of export contract regulations prevalent in those countries.

32.4. Post supply inspection by the contractor or his representative or any third party at purchaser's site, contrary to the terms and conditions of purchaser's contract shall not be permitted.

33. END USE CERTIFICATE

33.1. Whenever an End Use Certificate is desired by the bidder, the same shall be clearly mentioned in the bid and the purchaser shall provide an End Use Certificate as per

the format given below. The purchaser will not provide any other document/declaration in this regard.

END USE 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".

Director, Directorate of Purchase and Stores

34. COMPLIANCE WITH THE SECURITY REQUIREMENTS OF THE PURCHASER

34.1. 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 purchaser's premises, wherever authorised by the purchaser.

35. COUNTRY OF ORIGIN

35.1. Wherever the tenders are for imported stores, the country of origin of the stores must be clearly specified in the bid.

36. TERMS AND CONDITIONS OF THE CONTRACT

36.1. It must be clearly understood that any contract concluded pursuant to this NIT shall be governed by the General, Special and Additional Conditions of the Contract as contained in the NIT. Bidder must, therefore, take special care to go through the NIT. It should also be realised that the General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any, contained in NIT is binding and the bidder is willing to execute the contract as per the purchaser's terms and conditions of contract.

37. SAMPLES

37.1. Samples of the offered stores, if called for in the NIT, shall be submitted by the bidder free of all charges indicating purchaser's tender number so as to reach the authorised person on or before the last date of submission of bid and without any obligation of the purchaser as regards acceptance/approval, safe custody or safe-return thereof. Each sample submitted must be clearly labeled with the bidder's name and address and tender number. In the event of non-acceptance of the bid, the bidder shall collect the samples at his own expenses within fifteen days from the date of intimation. In case bidder fails to collect such samples within the designated time, the same will be disposed-off by the purchaser and no claim will be entertained from the bidder for the same. Bids without samples shall be rejected, where these were asked for submission in the NIT.

- 37.2. If the bidder submits the sample with his bid; the same shall not be considered to be part of the stores unless it has been specifically stated in the NIT.
- 37.3. In case supplies of tendered goods are required as per sample available with the purchaser, the purchaser will provide the sample on submission of a deposit as indicated in the NIT, as a standard for bidding and supply, on request. The contractor may send their representative at an address indicated in the NIT for collection of the sample. The purchaser will not be responsible for any delay in receipt/collection of sample by the bidder. It will be the responsibility of the bidder to return the sample without any damage/deterioration as indicated in the NIT. In the event of non-return of the sample in the desired condition within fifteen days from the date of intimation, the purchaser reserves the right to forfeit the deposit of the bidder.

38. DETAILS OF BANKERS

- 38.1. The bidder shall submit along with the bid account details, IFSC code, the name and address of his bankers for refund of EMD and payment as applicable.

39. SUBMISSION OF DRAWINGS

- 39.1. The bidder shall upload all drawings pertaining to the stores, wherever called for in the NIT along with the bid for correct understanding and evaluation of the bid. Bidder's drawing will form part of the contract only after these are approved by the purchaser.

40. SUB-CONTRACTING

- 40.1. The contractor in the event of his bid 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. The contractor 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 provided these items comply with the technical specifications. However, the contractor shall be solely responsible for the satisfactory execution of the contract irrespective of the fact whether a part or a portion of the 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.

41. SHOP/FACTORY EVALUATION, QUALITY SURVEILLANCE/ INSPECTION AND SUBMISSION OF PROGRESS REPORT

- 41.1. The purchaser or his technical authorities may at his option and prior to evaluation of the bid depute his inspector or any quality surveillance agency to the factory/workshop/premises of the bidder or contractor to assess and establish the manufacturing capability etc. of the bidder. Similarly, the purchaser may also depute his inspector/quality surveillance agency for inspection of the stores during the various stages of manufacture. In such an event the contractor shall 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 contract.

42. PACKING

- 42.1. Contractor shall note that packing for shipment shall be in accordance with the instructions outlined in this NIT. Each package shall be limited to the size and weights that are permissible under the existing air, sea or road cargo limits, as the

case may be. Even when no packing specification is included in the NIT, it will be contractor's responsibility to provide appropriate packing depending upon the nature of the supply and the transportation and handling hazards.

- 42.2. The stores shall be so packed and protected as not to suffer deterioration, damage or breakage during shipment and storage in a tropical climate.
- 42.3. Each package shall be properly labeled to indicate the type and quantity of stores it contains, the purchase order number, its dimensions and weight and any other necessary data to identify the stores and relate it to the contract.
- 42.4. In case of damage of the stores due to inadequate/poor packaging, the purchaser's decision will be final and binding on the contractor. In such cases, the contractor will arrange replacement of such stores at his risk and cost within the delivery date on receipt of written intimation from the purchaser.

43. DEVIATIONS TO PURCHASER'S TECHNICAL SPECIFICATIONS

- 43.1. If any deviation or substitution from the technical specifications contained in Section "D" to this tender document is involved, such details should be clearly indicated by the bidder and it should be uploaded as an Annexure to the bid as otherwise it shall be an admission on the part of the bidder that he will supply the stores as specified by the purchaser. Price should be submitted online in the bid format provided by the purchaser.

44. SETTLEMENT OF COMMERCIAL TERMS AND CONDITIONS OF CONTRACT

- 44.1. The commercial terms and conditions of sale/contract of the bid submitted by the bidder should be in line with the purchaser's terms and conditions stipulated in the NIT. In case, the bidder does not accept the purchaser's terms and conditions stipulated in the NIT, their bid will be outrightly rejected. The bidder should note that the authority to settle the commercial terms and conditions of contract rests only with the purchaser and any agreement/understanding reached between the bidder and any other authorities will not be valid and binding.

45. PARTICIPATION OF INDIAN/OVERSEAS BIDDER IN THE TENDER

- 45.1. Indian and overseas bidder can participate in the tender by using digital signature certificate/encryption certificate issued by any licenced certifying authority authorized by Controller of Certifying Authority, India and listed in the e-tender website of the Directorate <https://e-tenders.dpsdae.gov.in>.

46. TERMS OF DELIVERY

- 46.1. Indian bidders quoting in INR should quote only for safe delivery of stores to the purchaser's consignee.
- 46.2. Overseas/foreign/Indian bidder quoting in foreign currency should quote on the following INCOTERM basis:-
 - 46.2.1. For air shipment: FCA at the specified 'Gateway Airport', as per list given

46.2.1.1. List of Gateway Airports

Sl. No.	Country	Gateway Airport
1	Argentina	Buenos Aires
2	Australia	Melbourne
3	Austria	Vienna
4	Belgium	Antwerp
5	Canada	Toronto / Montreal
6	China	Beijing
7	Czech Republic	Prague
8	Denmark	Copenhagen
9	Finland	Helsinki
10	France	Paris
11	Germany	Frankfurt
12	Hong Kong	Hong Kong
13	Ireland	Dublin
14	Italy	Rome
15	Japan	Tokyo / Osaka
16	Netherlands	Amsterdam
17	Norway	Oslo
18	Poland	Warsaw
19	Russia	Moscow
20	Singapore	Singapore
21	South Africa	Johannesburg
22	South Korea	Seoul
23	Spain	Barcelona/Madrid
24	Sweden	Stockholm
25	Switzerland	Zurich
26	United Kingdom	London
27	U.S.A.	JFK

46.2.1.2. Since the purchaser has authorised consolidation agents, they will arrange for air-freight from the respective Gateway Airport.

46.2.2. For sea shipment: FOB (Port of despatch)

46.2.2.1. The price quoted shall include the cost of the stores, packing charges, inland transportation charges up to the port of despatch, i.e., major sea ports in country of despatch and loading of the stores on to the ship. The name of the sea port from where the shipment will be made shall also be indicated.

46.2.2.2. In the event of award of contract and mode of shipment is sea freight, shipping arrangements shall also be done by the contractor and freight charges are to be mentioned in the price bid format.

47. AGENCY COMMISSION

47.1. Agency commission payable to the contractor'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 by the purchaser to the Indian agents in equivalent

Indian Rupees based on the exchange rate prevailing on the date of remittance to the foreign contractor after final acceptance. The manner and method of payment of agency commission is indicated in the General Conditions of Contract/Special Conditions of Contract.

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SECTION 'B'

**FORMAT FOR SUBMISSION
OF
TENDER**

Tender No. _____

Contractor's Bid No. _____ Date _____

FROM

M/s _____

To
Assistant Purchase Officer / Purchase Officer
Directorate of Purchase and Stores
Department of Atomic Energy

Dear Sir,

I/We have gone through the tendering conditions pertaining to the Tender and General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any.

2. I/We hereby agree to execute the contract in accordance with the tender specifications incorporated in Section "D" of the tender document and also agree to abide by General Conditions of Contract, Special Conditions of Contract contained in Section "C" of the Tender document and Additional Conditions of Contract, if any.
3. Purchaser 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 the stores as may be specified in the purchase order/contract.
4. I/We hereby agree to keep the price valid for purchaser's acceptance for the period as indicated in the tender.
5. Deviation to technical specifications contained in Section "D" of the tender documents are detailed in Annexure "A" of the tender form while deviations proposed to the General/Special Conditions of Contract/Additional Conditions of Contract are detailed in Annexure "B" to this tender.
6. Prices applicable are indicated in the price bid format of the tender.
7. I/We are also uploading herewith all the leaflets/catalogue, etc. pertaining to the stores offered.

Yours faithfully
Bidder
(Digitally Signed)

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SECTION 'C'

**General Conditions of Contract
and
Special Conditions of Contract**