

भारत सरकार
GOVERNMENT OF INDIA
परमाणु ऊर्जा विभाग
DEPARTMENT OF ATOMIC ENERGY
क्रय और भण्डार निदेशालय
DIRECTORATE OF PURCHASE AND STORES
इन्दौर क्षेत्रिय क्रय एकक
INDORE REGIONAL PURCHASE UNIT
TENDER DOCUMENT
FOR
TWO PART TENDER
FOR

IMPORTED ITEMS

IMPORTANT NOTE

1. QUOTATION MUST BE SIGNED IN INK.
2. QUOTATION WITH SCANNED SIGNATURE WILL NOT BE CONSIDERED AT ALL.
3. QUOTATION SUBMITTED BY FAX / TELEX / CABLE / E-MAIL WILL ALSO NOT BE CONSIDERED.

SECTION "A" : INVITATION TO TENDER AND TENDERING CONDITIONS

SECTION "B" : GENERAL CONDITIONS OF ALL CONTRACT AND SPECIAL
CONDITION OF CONTRACT

SECTION "C" : TECHNICAL SPECIFICATIONS OF STORES AND DRAWINGS

SECTION "D" : FORMAT FOR SUBMISSION OF PART-I (TECHNO COMMERCIAL)
OF THE TENDER

SECTION "E" : FORMAT FOR SUBMISSION OF PART-II (PRICE) OF THE TENDER

GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
DIRECTORATE OF PURCHASE AND STORES
INDORE REGIONAL PURCHASE UNIT

TWO - PART TENDER

Tender No. DPS/IRPU/TPT/IMP/

Last date for receipt
of both Price Part and
Techno-Commercial Part of the
Tender (Upto 16 00 hrs. IST)

To,
M/s. _____

Dear Sirs,
Sub : Purchaser of _____

This booklet contains invitation to tender, tendering conditions, Contracting conditions and specifications of stores required by us. The tenders in respect of this case are to be submitted in TWO-PARTS. If you are interested to quote, please go through the contents particularly the tendering conditions and ensure that your quotation reaches us on or before the due date indicated above.

Yours faithfully,
()
(Asstt. Purchase Officer)

Telephone No. : 488795, 488796,488797-98
Telegram : ADTECH INDORE-452013
Telefax : 91-0731 - 321345

Raja Ramanna Centre for Advanced
Technology
P.O. : RRCAT
INDORE-452013
(M.P.) INDIA .

GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
DIRECTORATE OF PURCHASE AND STORES
INDORE REGIONAL PURCHASE UNIT

INSTRUCTION SHEET

Instructions to tenderers indicating the tender number, last date and time for receipt of tender, places at which the tender can be submitted and the date/time and venue in which tenders will be opened.

Tender No. DPS/IRPU/TPT/IMP/

- (I) Last date for reaching both Part-I (Techno-Commercial) and part-II (Price) of the tender in sealed envelopes to the following office of the Directorate of Purchase and Stores

16-00 hrs. on _____

Directorate of Purchase and Stores,
Department of Atomic Energy,
Indore Regional Purchase Unit,
Raja Ramanna Centre for Advanced Technology,
Indore-452 013 (M.P.) INDIA.
to reach on or before the last date and time indicated at (i) above.

- (II) Due date and time for opening of Part-I of the tender i.e., Techno-Commercial Part
- (III) Due date and time for opening of Part-II (Price) of the tender

14-00 hrs. on. _____

14-00 hrs. on _____

- (IV) Venue for opening of the tenders : Directorate of Purchase and Stores.
Department of Atomic Energy,
Indore Regional Purchase Unit,
Raja Ramanna Centre for
Advanced Technology ,
Indore-452013 (M.P.) INDIA

- V) Last date for reaching the price revision, if any, at the office of the Directorate of Purchase and Stores as indicated above

16-00 hrs. on _____

SECTION 'A' : INVITATION TO TENDER AND TENDERING CONDITIONS

**TWO-PART TENDERING
CONDITIONS FOR
IMPORTED ITEMS**

REVISION IN TWO-PART TENDER CONDITIONS
TWO-PART TENDERS
SECTION-A

Invitation to Tender and Tendering Conditions

1.0. **INVITATION TO TENDER**

1.1. For and on behalf of the President of India, the Regional Director, Purchase & Stores. Directorate of Purchase & Stores. Department of Atomic Energy, Government of India invites sealed tenders in QUADRUPLICATE for supply of Plant Machinery, Equipment/Components to the specifications detailed in Section C to this tender document . The conditions of contract/purchase order which will govern the contract pursuant to the tender are as contained in Form No. DPS P-12 which is Provided in Section B of this tender document . If you are in a position to quote for supply in accordance with the technical specifications indicated in Section C to this tender document and as per the conditions stipulated in this Section B, please submit your offer in a manner and method below :-

1.2. **MANNER AND METHOD FOR SUBMISSION OF TENDERS**

1.2.1. All tenders in response to this invitation shall be submitted in two Parts in **ENGLISH** as under and in the different envelopes sent herewith:-

A. **PART- (TECHNO-COMMERCIAL)** This part of the tender shall include/ contain all technical details, technical specifications, drawings and also the commercial terms and conditions of contract for the supplies to be made and the service to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**

B. PART-II (PRICE) This Part should contain only prices of the stores offered for supply and the charges for the services to be rendered.

1.2.2. Part-I (Techno- Commercial) should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar equipment without enclosing the purchase order copies, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure itemized list of spares and quantity (without price) recommended by the tenderer for purchase term of price mode and terms of payment mode of despatch, the quantum/percentage of statutory levies payable by the Purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the tenderers. This part of the tender, i.e. Part-I (Techno-Commercial) shall be enclosed separately in the green envelope sent herewith by the purchaser duly sealed and superscribed with the Purchaser's tender number and the last date and time specified for receipt and opening indicated in the instruction sheet of this tender document . The tenderer shall take special care **NOT TO MIX UP** the price of the stores in this part of the tender.

- 1.2.3. Part-II (Price) shall include contain only price, price break-up, freight/safe delivery charges, charges for training of the Purchase's engineers wherever applicable lumpsum charges for erection and commissioning work or per diem charges for the supervision of erection and commissioning work as is envisaged in the Purchaser's tender, i.e. Part-II (Price) shall be enclosed separately in the orange envelope sent herewith by the Purchaser and shall be sent duly sealed and superscribed with the Purchaser's tender number and the last date and time specified for receipt and opening of the tenders as indicated in the instruction sheet of this tender document .
- 1.2.4. The tenderer will co-relate the prices in Part-II of the tender with the description of the stores indicated in Part-I (Techno-Commercial) by allotting a running serial number in order to enable the Purchaser to identify the prices with relative items in Part-I (Techno-Commercial)
- 1.2.5. Part-I (Techno-Commercial) and Part-II (Price) should be enclosed in a common red envelope sent herewith by the Purchaser. This red envelope containing both Part-I (Techno-Commercial) and Part-II (Price) should again be sealed and superscribed with the Purchaser's tender number and the last date and time specified for receipt and opening indicated in the instruction sheet of this tender document and should reach the Department of Atomic Energy, Indore Regional Purchase Unit, Raja Ramanna Centre for Advanced technology , Indore -452013 (M.P.) INDIA on or before the time and date specified for its receipt. If the tenderers fail or initial due date and time specified for its receipt in the instruction sheet of this tender document such tenders will be treated as incomplete and are liable for rejection .
- 1.2.6. If the tenderer includes of any nature in Part-I (Techno-Commercial) of the tender such offers are liable for rejection without any notice ti the renderers at the discretion of the Director, Purchase & Stores.
- 1.2.7. **LATE/DELAYED TENDERS**

If the red envelope containing Part-I (Techno-Commercial) and Part-II (Price) does not reach the Regional Director (Purchase & Stores), Directorate of Purchase & Stores, Indore Regional Purchase Unit , Raja Ramanna Centre for Advanced Technology, Indore-452013 (M.P.) INDIA, on or before the due date and time specified for its receipt, such tenders will be treated as Delayed/Late tenders and will neither be opened nor considered by the Purchaser and will be summarily rejected. The tenderers should therefore take care and ensure that both Part-I and Part-II of their tenders reach the Directorate of Purchase & Stores on or before the due date and time specified for their receipt to avoid the rejection of the tenders.

1.3. **OPENING OF TENDERS**

- 1.3.1. Unless otherwise preponed or postponed with advance intimation to the tenderers, tenders will be opened in two stages in the Indore Regional Purchase Unit, Raja Ramanna Centre for Advanced Technology , Indore-452013 (M.P.) INDIA on the date and time indicated in Sr. No. II and III of the instruction sheet of this tender document.

- 1.3.2. Part-I (Techno-Commercial) of the tender will be opened at the first stage on the due date and time indicated for opening in the instruction sheet of this tender document while the Part-II (Price) will be opened at the second stage on the due date and time indicated for opening in the instruction sheet of this tender document after completion of the evaluation of the Techno-commercial part (Part-I) of the tender.
- 1.3.3. While all the tenderers who submit tenders within the due date and time specified for its receipt will be permitted to participate in the opening of Part-I (Techno-Commercial) of the tender on the due date and time indicated in the instruction sheet of this tender document, opening of the Part-II (Price) of the tender can be attended to only by such of those tenders whose tenders are found to be technically suitable/acceptable to the Purchaser and to whom intimation thereof is given by the Purchaser by Fax/Telegram Letter, etc.
- 1.3.4. The tenders whose Techno-Commercial part (Part-I) are found suitable/acceptable to the Purchaser, will be given seven days advance intimation by the Purchaser to enable such tenders to depute their representative to participate in the opening of the Part-II (Price) of the tender. The technically unqualified tenderers will neither be given any intimation about the due date and time for opening Part-II (Price) of the tender nor will they be permitted to participate in the opening of the same. **Part-II (Price) of the technically disqualified tenderers will not be opened.**
- 1.3.5. **AUTHORITY LETTER**
- 1.3.5.1. The tenderers who wish to participate in the opening of the tenders may depute their representatives to the Directorate of Purchase & Stores, Indore Regional Purchase Unit, Raja Ramanna Centre for Advance Technology, Indore-452 013 (M.P.) INDIA, on the representatives due date, time and venue as indicated in the Regional Director, Purchase & Store, Directorate of Purchase & Stores, Department of Atomic Energy, Indore Regional Purchase Unit, Raja Ramanna Centre for Advance Technology, Indore-452 013 (M.P.) INDIA, which should be bonafides of the representative who participates in the opening the tenders, on demand to prove the bonafides of the representative who participate in the opening of the tender. In case the representative of the tenderer fails to produce such an authority letter on behalf of the tenderer, he will be debarred from participating in the opening of the tenders.
- 1.3.6. The tender's representative, who reaches the venue of the tender opening late, i.e. after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only one representative of each tenders will be permitted to participate in the tender opening.
- 1.4. **HOLIDAYS**
- 1.4.1. If the date (s) specified for receipt and opening of the tenders is/are declared as holiday abruptly by the competent authority due to any administrative reasons, then the due, date (s) for receipt opening of tenders will get postponed automatically to the next working day. As for instance, if the due date for receipt of tenders falls on 3rd day of the month is declared as a holiday, then the due of the month while its opening will be on the 5th day of the month.

1.5. TECHNICAL CLARIFICATIONS

1.5.1. After opening the Part-I (Techno-Commercial) of the tender, if it becomes necessary for the technical authorities user department to seek clarification from the tenderers, the same will be sought for from the tenderers by the Technical authorities user department. In such an event, the tenderers shall-

- (a) Furnish all technical information clarification to the concerned technical authority directly in the green envelope sent by them to reach on or before the due date and time fixed by the technical authorities with a copy to the Regional Director, Purchase & Stores. Directorate of Purchase & Stores, Department of Atomic Energy, Indore Regional Purchase Unit, Raja Ramanna Centre for Advanced Technology, Indore-452 013 (M.P.) INDIA in an ordinary envelope indicating the Purchaser's tender reference. If the technical clarification/details sought for by the technical authorities from the tenderers do not reach them on or before the due date and time fixed for its receipt, Purchase & Stores without any further notice. The tenderers should not, however, furnish altogether a new offer at this stage which is different from the Purchaser's tender specification.

1.6. POSTPONEMENT OR PREPONEMENT OF THE DATE OF THE DATE FOR OPENING OF PART-II (PRICE)

1.6.1. The Purchaser may at his discretion, depending upon the time needed for completion of the technical evaluation prepone or postpone the due date fixed for opening of the Part-II (Price) of the tender. If opening of the Part-II (Price) of the tenders is required to be postponed due to non-completion of the evaluation of Part-I (Techno-Commercial) of the tender, indication towards postponement of the opening of the Part-II (Price) of the tender will be given to all the tenderers who have submitted the offers within the due date and time specified . However the tenderers whose techno-commercial offers (Part-I) have been found suitable to the Purchaser will only be given intimation about the due date for opening of the Part-II (Price) of the tender and such tenderers i.e. whose Part-I offers have been found suitable will only be permitted to participate in the opening of the Part-II (Price) of the tender.

1.7. VALIDITY OF OFFERS

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

1.8. CATALOGUES/TECHNICAL LITERATURE

1.8.1. All necessary catalogues/drawings/technical literature data as are considered essential for full correct evaluation of the offers shall invariably accompany the Part-I (Techno-commercial) of the tender.

1.9. TERMS AND CONDITION OF THE CONTRACT

1.9.1. It must be clearly understood that any contract concluded pursuant to this invitation

to tender shall be governed by the General Conditions of the Contract as contained in form No. DPS P-12 which is Section 'B' of this tender document. Tenderers must, therefore, take special care to go through these general conditions of contract and in exceptional cases if any deviations are proposed these must be clearly indicated in the Part-I (Techno-commercial) of the tender as a separate annexure instead of merely enclosing their printed conditions of Sale. Tenders made subject to counter conditions or far too many deviation from the general conditions of contract i.e. Section 'B' of this tender document are liable to be ignored. It should also be realised that failure to bring out deviations from the General Conditions of Contract contained in Section'B' of this tender document will imply that the tenderer is willing to execute the contract as per the Purchaser's terms and conditions of contract.

1.10. **PRICE**

- 1.10.1. The prices quoted must be FIRM and preference will be given to such tenders. In exceptional cases. (e.g. items involving substantial use of raw materials susceptible to sharp fluctuation in prices) if prices are quoted subject to variation it shall be very clearly stated. Here again preference will be given to the tenders with specific ceiling on escalation.
- 1.10.2. Prices quoted shall be in the currency of the country of origin and the offers linking the quoted currency with some other currency are liable to be ignored.
- 1.10.3. Prices quoted must be on the following basis :
- (a) F.O.B. Port of shipment (i.e. Free on Board the Vessel at the nearest Port of shipment packing inland freight, charges towards loading the consignment on the vessel documentation etc. included). Name of the Port(Sea Air) proposed for shipment shall be clearly indicated. **OR**
 - (b) FCA Gateway Airport in the case of air shipment.
Prices quoted shall include all charges for delivery of the stores to the Purchaser's nominated Air Consolidation Agent at the Gateway Airport of the respective country such as Melbourne, Vienna, Toronto/Montreal, Copenhagen, Paris, Frankfurt , Hongkong, Rome, Tokyo/Osaka, Amsterdam, Singapore, Stockholm, Zurich. London, JFK Airport-New York, Dubai, Taipei and Shanghal. The Purchaser's Air Consolidation Agent air freight charges will be paid by the Purchaser to Air Consolidation Agent directly. If a contractor fails to comply wi this requirement and makes his own arrangement for shipment of the item through any of his air carriers then the difference in higher air freight charges will be recovered from the contractor.
 - (c) C&F Indian Port (all inclusive cost except insurance i.e. cost of goods, packing, inland freight, Pre-paid ocean freight, documentation etc.)

1.11. **SPARES AND ACCESSORIES**

1.11.1. Tenders for plant/machinery/equipment/component shall also indicate prices for essential accessories, optional accessories and spares necessary for satisfactory operation of the plants/machinery/equipment.

- (a) for a period of two years and
- (b) for a period of five years

1.11.2. Prices for accessories and spares shall be Itemized. Tenders where only lumpsum prices are indicated are liable to be ignored. Particular care must be taken to list out each item of spare and quantity recommended and also the individual price for these items. These details should be included only in Part-II (Price) of the tender. However, a list of spares and accessories without the Price should be included in Part-I (Techno-Commercial) of the tender.

1.12. **QUANTITY**

1.12.1. The Purchaser reserve the right to accept tenders for any quantity of his choice and the tenderer shall be bound to accept or lowest or any tender in full or in part without assigning any reasons.

1.13. **AUTHORITY OF AGENTS**

1.13.1. In case where a tender is submitted by an Indian Agent on behalf of his foreign principal, such tender should be supported with a "Letter of Authority" from such Principal that the Indian Agent has been authorised to submit the tender on behalf of the principal. Tenders not accompanied by such a letter of Authority are liable to be ignored. However, acceptance of offer will be communicated only to the foreign principal directly. The foreign Principal shall ensure that he submits offer only through one single Indian Agent.

1.14. **AGENCY COMMISSION**

1.14.1. Commission payable to the tenderer's Agents in India, if any, shall be included in the price. Name and address of the Agents 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 currency. The Foreign Principal shall ensure that he offers only through one single Indian Agent.

1.15. **STATUS INDIVIDUAL SIGNING THE OFFER**

1.15.1. Individuals signing the tenders form and other connected documents must specify the capacity in which they sign, like,

- (a) Whether signing as a "Sole Proprietor" of the firm or his attorney.
- (b) Whether signing as a "Partner" of the firm or his attorney.
- (c) Whether signing for the firm "as Agent"

1.16. **TRAINING**

1.16.1. The contractor shall, in special cases, if required by the Director, Purchase and Stores, provide facilities for the practical training of the Purchaser's engineers and technical personal from India and for their active employment processes of plant /machinery/equipment/instrument throughout the manufacturing period of the contracts/stores. Such training would normally be required only in case of special plant/machinery/equipment/ instrument and particularly manufactured equipments. In such an event, the Purchaser shall bear travelling and billeting expenses of t h e trainees and the contractor will be required only to bear the cost of the training proper. Wherever himself would recommend such training, he should furnish the cost of such training and indicate clearly the number of trainees and the duration of the training that he would recommend.

1.17. **SUBMISSION OF DRAWINGS**

1.17.1. The tender shall furnish all drawings pertaining to the Plant/machinery/equipment/ component to the Purchaser along with the tender for correct understanding and and appreciation of the tender in quadruplicate. Besides , tenders should also furnish general arrangement, schematic and such other drawings prescribed by the Purchaser within 4 weeks from the date of receipt of a Purchase Order for approval. Such drawings should be furnished along with Part-I (Techno-Commercial) of the tender. Tenderer's drawing will form part of the Purchase Order/Contract only after these are approval by the Purchaser.

1.18. **SUB-CONTRACTING/SUBLETTING**

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

1.19.1 **SHOP/FACTORY EVALUATION QUALITY SURVEILLANCE/ INSPECTION AND SUBMISSION OF PROGRESS REPORTS**

1.19.1. The Purchaser or his technical authorities may at his option and prior to evaluation of the tender depute his Inspector or any quality surveillance of his choice to the factory/workshop of the tenderer to assess and establish the manufacturing capability, etc. of workshop of the tender. Similarly, the Purchaser may also depute his Inspector/Quality Surveillance agency of his choice for inspection of the plant/machinery/equipment/component during the various stages of manufacture. In such an event the tenderer/contractor shall :

- (a) allow reasonable facility and free access to his factory/work/records to the Inspector for the purpose of inspection or for ascertaining the progress of manufacture and delivery.
- (b) Provide the drawings, toolings, gauges, instruments, etc. required for carrying out the inspection work.
- (c) produce an inspection plan to the Purchaser's satisfaction notifying him when check points on the plan are imminent.
- (d) not supply or deliver the plant/equipment/machinery/component unless and until a shipping Release or an authorisation for despatch is obtained in a format provided by the Purchaser. Failure to comply with this instruction will not only result in withholding of the payment to the contractor's supplier, but also hold the tenderer/contractor liable for payment of compensation to the Purchaser due to delay in clearance of the equipment/plant machinery component from the carriers.

1.20. **ERECTION AND COMMISSIONING**

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

1/21/ **INSTRUCTION MANUAL**

- 1.21.1. In respect of plant machinery equipment instruments/apparatus. where instruction/operation manual is normally necessary to enable the user to put the plant/machinery/equipment instrument/apparatus to proper use, the Contractor shall furnish such an instruction operation manual specific to the stores being supplied along with the plant/machinery/equipment/instruments apparatus. The Contractor shall clearly specify in the offer about his readiness to supply instruction operation manual.

1.22. **PACKING**

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

1.23. **DEVIATIONS TO PURCHASER'S SPECIFICATION AND CONDITIONS OF CONTRACT**

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

1.24. **DELIVERY**

- 1.24.1. Tenderers should note that no tender will be considered by the Purchaser unless the Tenderer can meet the delivery schedule specified by the Purchaser . All equipments machinery plant component covered by this tender document should be supplied of or before.....ormonth from the date of approval of drawings ormonth from the date of receipt of free issue materials. The prices quoted by the tenderer should included all charges involved for direct and safe delivery of the items by Road to the project site of the Purchaser. If a tenderer so desires, separate lumpsum charges for transportation and safe delivery to Purchaser's site atcould be furnished. Purchaser will neither undertake responsibility for transit insurance nor pay for it separately. No other delivery term will accepted by the Purchaser.

1.25. **ACCEPTANCE OF TENDERS**

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

1.26. **RESULT OF THE TENDERS**

- 1.26.1. Unsuccessful tenderers will not be informed of the result of their tenders.

1.27. **SETTLEMENT OF COMMERCIAL TERMS AND CONDITIONS OF CONTRACT**

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

1.28. **OFFERS BY FAX, TELEEX, CABLE, TELEGRAM & E-MAIL**

1.28.1. Offers sent submitted by fax, telex, cable, telegram and e-mail will not be considered at all and are liable for rejection without any notice to the Tenderers.

SECTION 'B' : GENERAL / SPECIAL CONDITIONS OF CONTRACT

IMPORTED ITEMS

Form No. DPS-P-12 (Rev)



सत्यमेव जयते

भारत सरकार

GOVERNMENT OF INDIA

परमाणु ऊर्जा विभाग

DEPARTMENT OF ATOMIC ENERGY

क्रय और भण्डार निदेशालय

DIRECTORATE OF PURCHASE & STORES

**GENERAL CONDITIONS OF CONTRACTS
&
SPECIAL CONDITIONS OF CONTRACT**

APPLICABLE TO THE CONTRACTS FOR IMPORTED STORES

PLACED BY

THE DIRECTORATE OF PURCHASE & STORES

INDORE REGIONAL PURCHASE UNIT

(UNDER GOVERNMENT OF INDIA, DEPARTMENT OF ATOMIC ENERGY)

GENERAL CONDITIONS OF CONTRACTS
 APPLICABLE TO CONTRACTS FOR IMPORTED STORES
 PLACED BY THE DIRECTORATE OF PURCHASE AND STORES
 INDORE REGIONAL PURCHASE UNIT

I N D E X

SECTION I-GENERAL CONDITIONS OF CONTRACTS

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GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
DIRECTORATE OF PURCHASE AND STORES
INDORE REGIONAL PURCHASE UNIT

SECTION B

GENERAL CONDITIONS OF CONTRACTS
APPLICABLE TO CONTRACTS FOR IMPORTED STORES
PLACED BY
THE DIRECTORATE OF PURCHASE AND STORES
OF
THE DEPARTMENT OF ATOMIC ENERGY

PORTION I

1.0 **PREAMBLE**

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

2.0 **GENERAL CONDITIONS OF CONTRACT**

2.1 **DEFINITIONS AND INTERPRETATION**

2.1.1. In the contract and the general and special conditions governing it, unless the context otherwise requires;

- (a) "PURCHASER" means the President of India and includes his successor or assigns.
- (b) "DIRECTOR, PURCHASE & STORES" means the Regional Director, Purchase and Stores, Govt of India, Department of Atomic Energy, for the time being in the administrative charges of the Directorate of Purchase and Stores and includes Joint Director, (Purchase and Stores), Regional Director (Purchase and stores), Deputy Director, (Purchase and Stores), the Senior Purchase Officer, Purchase Officer, or Assistant Purchase Officer of the said Directorate of Purchase and Stores of the Department of Atomic Energy, or any other officer authorised for the time being to execute contracts relating to the purchase and supplies of stores on behalf of the Purchaser.
- (c) "CONTRACTOR" or "SUPPLIER" means the individual firm or company with whom or with which the contract/purchase order for supply of Stores is placed and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case may be.

- (d) "CONTRACT" or "PURCHASE ORDER" means and comprises of a Letter or *Cable or*Telex(* followed by a written confirmation) conveying acceptance of Contractor's offer and invitation to tender, tender containing offer, advance acceptance of the offer, acceptance of offer general and special conditions of contract specified in the acceptance of offer and any subsequent amendments/alterations thereof made on the basis of mutual agreement.
- (e) "STORES" or "MATERIAL" means the goods specified in the contract/Purchase order which the contractor has agreed to supply under the contract.
- (f) "SUB-CONTRACTOR" or "SUB-SUPPLIER" means any Contractor or supplier engaged by the contractor or the supplier with the prior approval of the Purchaser in relation to the contract/purchase order.
- (g) "INSPECTOR" or "QUALITY SURVEYOR" means any Engineer belonging to any of the constituent units of the Department of Atomic Energy, Government of India or their appointment Consultants or quality Surveillance Agency or any other person from time to time authorised by the purchaser to act as his representative for the purpose of inspection of stores under the contract /purchase order.

2.12 PARTIES

- 2.21.1. The parties to the Contract are the Contractor and te Purchase named in the Contract/Purchase Order.

2.2. AUTHORITY OF PERSON SIGNING THE CONTRACTION BEHALF OF THE CONTRACTOR.

- 2.2.1. The person singing the contract or the purchase order or any document in respect of the contract or purchase order on behalf of the contractor shall be deemed to warrant that he has the authority to bind the contractor.

2.3. SUB-CONTRACTING

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

2.4. DRAWINGAND SPECIFICATIONS

- 2.4.1. The drawings and specifications are intended to be complementary and to provide for and comprise everything necessary for the completion of supply Any material shown on the drawings even if not particularly described in the specifications or versa is to be supplied by the Contractor as if it were both shown and specified.
- 2.4.2. Should any discrepancy be noted in the drawings and / or specifications and should

any interpretation of the same be required, the matter shall be referred to the Purchaser for clarification which shall be binding upon the contractor. Otherwise the contractor shall assume responsibility for the interpretation of the drawings and specifications including interpretation by sub-contractors.

- 2.4.3. Should any difference or dispute arise with regard to the true intent and meaning of drawings or specification or should any portion of the same be obscure or capable of more than one interpretation, the same shall be decided by the Purchaser whose decision shall be final.
- 2.4.4. All lettering on the drawings is to be considered as part of the specification and contract. In all cases figured dimensions are to be followed rather than those indicated by scale. Large scale drawings will take precedence over smaller scale drawings.
- 2.4.5. The Contractor's drawings shall, when approved by the Purchaser, be deemed to be included in the list of drawings which form part of the contract. The contractor shall not proceed with fabrication until all drawings associated therewith have been duly approved by the Purchaser
- 2.4.6. The Contractor shall be responsible for and shall pay for any alterations of the stores and shall indemnify the Purchaser for any consequential expenditure incurred by the purchaser due to any discrepancies, errors, omissions in the drawings or other particulars supplied by him whether such drawings or specifications have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or specifications furnished to the contractor on behalf of the Purchaser.

2.5. **GENERAL WARRANTY**

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

2.6. **ALTERATION**

- 2.6.1 The Purchaser may, from time to time, make changes in the drawings specifications and issue additional instructions without altering the purchase order in any manner provided that no changes shall have been ordered which materially alter the character and scope of the supply under the contract.
- 2.6.2. It shall be law full for the parties to the contract to alter by mutual consent at any time

and from time to time the drawings and specifications and as from the dates specified by him stores to be supplied shall be in accordance with such altered drawings and specifications provided that if any such alterations involve increase or decrease in the costs of or in the period required for production, a revision of the contract price and / or the period prescribed for delivery shall be made by mutual agreement in respect of the stores to which the alteration applies. In all other respects, the contract shall remain unaltered.

2.7. **PACKING**

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

2.8. **INSPECTION**

- 2.8.1 The contractors shall be responsible for and performance all inspection and testing required in accordance with the contract / purchase order and specifications included therewith.
- 2.8.2 The Purchaser may at his option depute his representative for Inspection of the stores to be supplied under the contract or authorise and nominate a Quality Surveillance Agency of his choice for the choice for the purpose here in after called, in either case, the inspection.
- 2.8.3 The supplier shall give notice of readiness for inspection to the Inspector (deputed under Clause 2.8.2. above) so that the Inspector can be present at the requisite time. In such an event delivery shall not be effected until an authorisation or shipping release is obtained from the Purchaser's Inspector.
- 2.8.4 The contractor shall allow reasonable facility and free access to his work/factory and records to the Inspector for the purpose of inspector for ascertaining the progress of delivery under the contract.

2.9 **MARKING**

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

The marking shall generally be as under ;

Name and address of the consignee	Director, Purchase and Stores, Government of India, Department of Atomic Energy Raja Ramanna Centre for Advance Technology, Indore-452013 (M.P.) India
--------------------------------------	--

Contract Number and date	No. Date
--------------------------	------------------------

Brief description of goods
----------------------------	-------

Weight
--------	-------

Dimension
-----------	-------

Ultimate Destination
----------------------	-------

Port of Discharge
-------------------	-------

Package Number
----------------	-------

2.9.2. Each package shall contain a packing not specifying the name and address of the contractor, the number and date of the contract / purchase order, name and address of the consignee, description of the stores and the quantity contained in such package .

2.9.3. The Inspector, wherever deputed by the Purchaser under Clause 2.8.2, may reject the stores if the stores are not packed and / or marked as aforesaid end in case where the packing materials are specifically prescribed, if such materials are not accordance with the terms of the contract.

2.10. TIME FOR AND DATE OF DELIVERY THE ESSENCE OF CONTRACT

2.10.1. 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 the date / dates stipulated.

EXTENSION OF DELIVERY SCHEDULE

2.10.2.1 If any delay in delivery shall have arisen from any cause such as strikes lockouts, fire accident, riot or the like, which the Purchaser may admit as reasonable ground for grant of extension of delivery schedule, the purchaser 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, If the contractor fails to apply and secure extension of contract delivery dates before effecting the delivery of the supplies against the contract acceptance of each stores by the Purchaser will in no way prejudice the rights of the Purchaser to levy the liquidated damages for delayed deliveries.

2.10.3. If the contractor fails to deliver the stores or any instalment or part thereof within the period fixed for such deliver or such additional period allowed by the Purchaser in accordance with the foregoing para or at 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 :

- (i) recover from the contractor as agreed liquidated damages and not by way of penalty a sum equivalent to two percent of the price of any stores which the

contractor has failed to deliver within the period fixed for delivery in the contract or such additional period as mentioned in para 2.10.2.1 for each month or part of a 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 this clause, the cost of the entire plant / machinery / equipment / instrument will be taken in to consideration of if the plant / machinery / equipment / instrument cannot be put to the intended use for want of the delayed portion of supply.)

OR

- (ii) Purchase or authorise the purchase elsewhere without notice to contractor, on the account and of 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 option of the Regional Director, Purchases and Stores, which opinion shall be final, readily procurable) without cancelling the contract in respect of the portion) instrument not yet due for delivery.

OR

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

2.10.4. Where action is taken under sub-Clause (ii) or sub- Clause (iii) of para 2 to 3 the Contract shall be liable for any loss which the Purchaser may sustain on the at account provided the purchase or, if there is an agreement to purchase such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery, within 6 months from the date of cancellation of the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Regional Director, Purchase & Stores. It shall not be necessary for the Purchaser to serve a notice of such purchase on the contractor.

2.11. **RECTIFICATION AND REPLACEMENT OF DEFECTIVE STORES**

2.11.1. If the Inspector finds that the contractor has executes 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 expense, 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 specifications.

2.12. **INSPECTOR'S AUTHORITY TO CERTIFY PERFORMANCE**

2.12.1. The Inspector, wherever deputed by the Purchaser under Clause 2.8.2 shall have the power:

- (a) before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- (b) reject any stores submitted for inspection, or part thereof as not being in accordance with the specifications.

2.13. CONSEQUENCE OF REJECTION

2.13.1. If on the stores being rejected by the Inspector or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery the Regional Director, Purchase and Stores may :

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

OR

- (b) purchase or authorise the purchase of quantity of the stores rejected or others of similar description (where stores exactly complying with the specifications are not in the opinion of the Regional Director, Purchase and Stores which opinion shall be final, readily available), without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards further supply of stores due under the contracts.

OR

- (c) cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with specifications are not in the opinion of the Regional Director, Purchase and Stores, which opinion shall be final, readily available) at the risk and cost of the contractor in the event of action being taken under sub-clause (b) above of this sub-clause, the provision of Clause 2.10.3 shall apply as far as applicable.

2.14 WARRANTY

2.14.1 The contractor warrants that stores to be supplied under the contract shall be free from all defects and faults in materials. workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for stores of the type under the contract and in full conformity with the specifications, drawings or samples, if any, and shall if operable, operate properly. This warranty shall expire (except in respect of complaints notified to the contractor prior to such date) twelve months after the date of receipt of the last lot of stores under the contract at the ultimate destination stipulated in the contract.

2.14.2 Should any defect or deficiency in the stores supplied by the contractor under contract appear or be discovered within 12 months from the date of receipt of the stores in india the contractor upon notification of such defects or deficiency by purchaser, shall forthwith take measure to rectify every such defect, deficiency or

failure, without cost to the Purchaser. If the contractor after such notification, shall make default or delay in diligently rectifying all such defects deficiencies or failures to the satisfaction of the Purchaser, the Purchaser may take recourse to the remedies provided for in Clause 2.10.3 as is applicable.

2.15. **PERMITS AND LICENCES**

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

2.16 **PATENT INDEMNIFICATION**

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

2.16.2 In the event of any claim being made or action being brought against the Purchaser in respect of the matter referred to in clause 2.16.1 above, the Contractor shall promptly be notified thereof and he shall at his own expense, conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

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

2.16.4 The provision of this clause shall remain effective and binding upon the Contractor even after the completion, expiration or termination of the contract :-

2.17 **MODE AND TERMS OF PAYMENT**

2.17.1 Unless otherwise specified in the contract, payment in full (excluding the amount of the commission included in the price payable directly by the Purchaser to the India Agents in Indian Rupees) shall be made within fifteen days from the date of presentation of the following documents to the Purchaser through the Purchaser Bank specified in each contract-

- (a) Negotiable Bill of lading or Airway Bill as the case may be evidencing shipment
- (b) Invoice for the shipment : Four copies
- (c) Packing list : Four copies
- (d) Certificate of country of origin : Four copies
- (e) Shipping release from Inspector or Quality Surveillance Agency nominated by the Purchaser for the purpose of inspection. : Two copies
- (f) Certificate of Quality including works test certificates Certificate of Chemical : Two copies
- (g) Bank Guarantee for ten percent of the value of contract in respect of plant/ machinery/equipment/instrument towards performance bond as provided for in Clause 2.22.1 of Section II

1.17.2 The Contractor shall be responsible to make available to the Purchaser the documents which are essential for arranging customs clearance in India. The Contractor shall arrange through his bank to have the documents airmailed to the Purchaser's bank without any delay. He shall also arrange to forward directly to the Director, Purchase and Stores three copies of non-negotiable Bill of Lading or Airways Bill as the case may be, along with a copy of the invoice and packing list,. If the Purchaser incurs any extra expenditure by way penalty payable to the Port Trust authorities India or any other such expenditure due to delay in receipt of shipping documents specified by him, the contractor shall be responsible for making good such extra expenditure incurred by the Purchaser.

2.17.3. **BANK CHARGES**

2.17.3.1 While the purchaser shall bear the bank charges payable to his Bankers (State Bank of India, Bombay/Madras) the Contractor shall bear the Bank charges payable to his Bankers in charges towards advising/amendment commissions.

2.17.4 **AGENCY COMMISSION**

2.17.4.1 The amount of commission included in the price and payable to the Indian Agents of the contractor shall be paid directly to the India Agents by the Purchaser in equivalent Indian Rupees on the basis of an invoice from the Indian Agent This payment will be released to the Indian Agents immediately after the Customs clearance of the goods in India and the rate of exchanges will be the one based on which payment is made to the contractor.

2.17.4.2 The contractor shall 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 contractor's invoice should separately reflect the amount of commission payable to his Indian Agent.

2.18. **INSURANCE**

2.18.1 Transit insurance from warehouse to warehouse shall be arranged by the Purchaser

through his Underwriters unless this responsibility is specifically entrusted to the contractor in any particular case.

2.19 **WITH-HOLDING AND LIEN IN RESPECT OF SUMS CLAIMED**

2.19.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, Purchaser shall be entitled to withhold and have a lien to retain to the extent of the such claimed amount from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Purchaser or any person contracting through the Regional Director. Purchaser and Stores pending finalisation of any such claims

2.19.2 It is an agreed term of the contract that the sum of money or monies so withheld or retained under the lien referred to above by the purchaser will be kept withheld or retained as such by the purchaser till the claim arising out of or under the contract is determined by the Arbitrator and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such with holding or retention under the lien referred to supra and duly notified as such to the contractor.

2.20 **LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

2.20.1 Any sum of money due and payable to the contractor (including the security deposit returnable to him) under contract may be with held or retained by way of lien by the purchaser or any other person or person or persons contracting through the Regional Director, Purchaser 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.

2.20.2 It is an agreed term of the contract that the sum of money so with-held or retained under this clause by the Purchaser will be kept with held 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 contract.

2.21 **ARBITRATION**

2.21.1 All disputes arising in connection with the present contract shall be finally settled under the Rules of conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with the said Rules.

SECTION B PORTION II

In addition to the General Conditions of contracts contained in portion I above, the following Special Conditions shall apply to contracts for supply of plant / machinery

/manufactured equipment. These special conditions where they differ from the general conditions in Portion I shall override the latter.

2.22 SPECIAL CONDITIONS OF CONTRACT

2.22.1 RESPONSIBILITY FOR COMPLETENESS

2.22.1.1 All fittings or accessories which may not be specifically mentioned in the tender specifications or the contract but which are necessary, are to be provided by the contractor without extra charges and the plant / machinery / equipment / instrument be complete in all details.

2.22.2 FINAL TEST

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

2.22.3 REJECTION OF DEFECTIVE PLANT

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

2.22.4 WARRANTY

2.22.4.1 For a period of twelve calender months after the plant/machinery/equipment/instrument has been put into operation (or for a suitable mutually agreed longer period to be reckoned from the date of last major shipment depending upon the nature of the plant machinery / equipment / instrument) the contractor shall be responsible for any defects that may develop under conditions provided for by the contract and under propose use, arising from faulty materials, design or workmanship in the plant or from faulty erection of the plant by the contractor, but not otherwise and shall rectify such defects at his own cost when called upon to do so by the Purchaser who shall in writting such defects.

2.22.4.2 If it becomes necessary for the contractor to replace or renew any defective portions

of the plant for purpose of rectification under this clause, the provisions of this clause shall apply to the portions of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months whichever may be the later if any defects be not rectified within reasonable time, the Purchaser may proceed to get the work done at contractor's risk and expenses but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defect.

2.22.4.3 All inspections adjustments, replacements or renewals carried out by the contractor during the warranty period shall be subject to the same conditions as in the contract.

2.22.5. **GUARANTEE FOR SPARE PARTS**

2.22.5.1 The contractor shall undertake that before going out of production of the spare parts he will give adequate advance notice to the Purchaser so that the latter may order his requirement of spares in one lot if he so desires.

2.22.5.2 The contractor shall further guarantee that if he goes out of production of spare parts, then he will make available blue prints, drawings of spare parts and specifications of materials at no cost to the Purchaser, if and when required in connection with the equipment to enable Purchaser to fabricate or procure spare parts from other sources.

2.22.5.3 The provision of the clause shall remain shall remain effective and binding up on the Contractor even after the completion or expiration of the contract and till the plant / machinery / instrument supplied under the contract is in use by the Purchaser.

2.22.6 **ERECTION AND COMMISSIONING**

2.22.6.1 In all cases where contracts provide for supervision of erection commissioning or for tests at the Purchaser's premises the Purchaser expect where otherwise specified, shall provide free of charges such labour materials fuels, stores apparatus and Instruments as may be required from time to time and as may reasonably be demanded by the contractor to carry out efficiently such supervision of erection and commissioning and for the requisite test. In case of contracts requiring electricity for the completion of erection, commissioning and testing at site, such electricity shall be supplied free to the contractor.

2.22.6.2 **TIME FOR COMPLETION OF ERECTION**

2.22.6.2.1 The time agreed to for completion of erection and commissioning shall be the essence of the contract and should any delay or default occurs on the part of the contractor, the Purchaser shall have the right to make alternative arrangements to carry out erection and commissioning of the plant machinery / equipment / instrument and the contractor shall be liable to pay all extra expenses that may be incurred by the Purchaser on this account.

2.22.6.2.2 Action by the Purchaser under the clause shall not relive the contractor off his warranty obligations under the contract.

2.22.7 TRAINING

2.22.7.1 The contractor shall if required by the Regional Director, Purchase & stores provide facilities for the practical training of Purchaser's engineering of technical personal from India and for their active association on the manufacturing processes throughout the manufacturing period of the contract/stores, number of such personal to be mutually agreed upon.

2.22.8 PERFORMANCE BOND

2.22.8.1 The contractor shall furnish a performance bond in the form of a bank guarantee as per the specimen at Appendix "A" to this section for an amount equal to ten percent to the total value of the contract valid till expiration of the warranty period as a security for the satisfactory performance of the plant / machinery / equipment / instrument supplied under the contract.

APPENDIX "A"
TO
PORTION II. SECTION B SPECIAL CONDITIONS OF CONTRACT
PERFORMANCE BOND
(To be Executed by the Contractor's Bank)

The President of India
Acting Through the Director, Purchase & Stores
Directorate of Purchase and Stores,
Department of Atomic Energy,
Indore Regional Purchase Unit
Raja Ramanna Centre for Advanced Technology
Indore -452 013, (M.P.) INDIA

WHEREAS on or about the.....
M/s
.....
having its registered office at
(hereafter called 'the contractor') entered into an agreement No.
datedfor manufacture and supply of
called the Contract) with the President of India, acting through the Regional Director, Purchase
and Stores Department of Atomic Energy (hereafter called "the Purchaser").

AND WHEREAS under the terms and conditions of the contract final payment
amounting tounder the contract is to be made against a Performance
Bond in the form of a Bank Guarantee furnished by the contractor for a sum of
.....equivalent 10% (ten percent) of the value
of the contract towards satisfactory performance of the
(hereafter called 'the Equipment') valid for a period of 12 months from the date of putting into
operation of the said equipment or
months from the date of receipt of the last lot of consignment whichever is earlier :-

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

AND WE hereby also agree that the decision of the said Regional Director, Purchase
and Stores as to whether the said equipments giving satisfactory performance or not and as to
the amount of loss or damage suffered by the Purchaser on account of unsatisfactory
performance of the said equipment shall be final and binding on us.

SECTION 'C' : TECHNICAL SPECIFICATIONS OF STORES AND DRAWINGS

**SECTION 'D' : FORMAT FOR SUBMISSION OF PART-I
(TECHNO - COMMERCIAL) OF THE TENDER**

TENDER FORM

Telephone No : PART - (Techno-Commercial)
Telegraphic/ OF TENDER NO. DPS/IRPU/IMP/TPT/
Cable Address : Last date for receipt _____
Telex Nos. : at 16.00 hrs. IST .
Fax No. : Due date for opening
E.Mail : at 14.00 hrs. IST.

Tenderer's Offer No. _____

FROM _____ Date _____
M/S _____

To,
The President of India,
acting through the Regional Director (Purchaser & Stores),
Directorate of Purchase & Energy,
Department of Atomic Energy,
Indore Regional Purchase Unit,
Raja Ramanna Centre for Advanced Technology,
Indore-452 013 (M.P.) INDIA

Dear Sir,

I/We have gone through the tendering conditions pertaining to the Two-Part Tender and General Conditions of Contracts and Special Conditions of Contracts contained in FORM No. DPS-P-12. I/We hereby agree to supply the stores conforming to the tender specifications incorporated in Section "C" of the tender documents and also agree to abide by your General Conditions of all Contracts and Special Conditions of Contract contained in Section "B" of the Tender document .

2. You will be at liberty to accept any one or more of the items of stores offered by us and I/We shall be bound to supply you the stores as may be specified in the Purchase Order/Contract.

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

4. Deviations to technical specifications contained in Section "C" of the tender documents are detailed in annexure-A to the tender form while deviations proposed to the General/Special Conditions of Contract are detailed in Annexure B to this tender. Price applicable for the stores are indicated separately in a sealed envelope marked as Part-II (Price) of the tender.

5. I/We are also enclosing herewith all the leaflets catalogue etc. pertaining to the stores offered.

Encl :

Yours faithfully,
Stamp and Signature of the Tenderer

SECTION 'E' : FORMAT FOR SUBMISSION OF PART-II (PRICE) OF THE TENDER

TENDER FORM

Telephone Nos : TENDERER'S OFFER NO. _____
DATE _____
Telegraphic/
Cable Address : PART-II (PRICE)
Telex Nos : of TENDER NO. DPS/IRPU/IMP/TPT/
Fax No. :
E-mail : Due date for opening _____
at 14.00 hrs IST.

FROM

M/S _____

To,
The President of India,
acting through the Regional Director (Purchaser & Stores),
Directorate of Purchase & Energy,
Department of Atomic Energy,
Indore Regional Purchase Unit,
Raja Ramanna Centre for Advanced Technology,
Indore-452 013 (M.P.) INDIA

Dear Sir,

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

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

Yours faithfully
Stamp and Signature of the Tenderer