

DPS P-13

TENDER FEE Rs.

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

# INDIGENOUS 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 & STORES  
INDORE REGIONAL PURCHASE UNIT

**TWO - PART TENDER**

Tender No. DPS/IRPU/TPT/

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 : Purchase of \_\_\_\_\_ Qty. :-

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)

Telephones No. : 488795, 488796, 488797-98  
Telex : 0735-275 CAT IN  
Telegram : ADTECH INDORE-452013  
Telefax : 91-0731-321345 / 488800

Centre for Advanced Technology  
P.O. : CAT  
INDORE-452013  
(M.P.) INDIA.

GOVERNMENT OF INDIA  
DEPARTMENT OF ATOMIC ENERGY  
DIRECTORATE OF PURCHASE & 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/

- (I) Last date for Reaching both Part-I (Techno-Commercial) 16-00 hrs. on \_\_\_\_\_  
and part-II (Price ) of the tender  
in sealed envelopes to the following office  
of the Directorate of Purchase and Stores

Directorate of Purchase and Stores,  
Department of Atomic Energy,  
Indore Regional Purchase Unit,  
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 14-00 hrs. on \_\_\_\_\_  
of the tender i.e., Techno-Commercial Part  
(III) Due date and time for opening of Part-II 14-00 hrs. on \_\_\_\_\_  
(Price) of the tender

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

- (V) Last date for Reaching the price revision. if 16-00 hrs. on \_\_\_\_\_  
any, at the Office of the Directorate of Purchase  
and Stores as indicated above.

**SECTION 'A' : INVITATION TO TENDER AND TENDERING CONDITIONS**

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

## 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 QUADRUPPLICATE 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-11 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 and Section B, please submit your offer in a manner and method specified 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 as under and in the different envelopes sent herewith:-

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

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

1.2.2. Part-I (Techno- Commercial) should contain / include only technical specifications, technical details, literature, referrence 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 Purchaser'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 document, testing charges, third party inspection charges, etc. This part of the 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 the 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 Regional Director, (Purchase & Stores), Directorate of Purchase and Stores, Department of Atomic Energy, Indore Regional Purchase Unit, Centre for Advanced Technology, Indore-452 013 (M.P.) INDIA on or before the time and date specified for its receipt. If the tenderers fail or omit to furnish/reach any one part of the tender, i.e. either Part-I or Part-II within the 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 to the tenderers at the discretion of the Director, CAT, Ex-Office Director (P & S) 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, Centre for Advanced Technology, Indore-452 013 (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, Centre for Advanced Technology, Indore-452 013 (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 tenderers 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, Centre for Advanced Technology, Indore-452 013 (M.P.) INDIA, on the respective due date, time and venue as indicated in the instruction sheet of this tender document with an authority letter addressed to the Regional Director, Purchase & Stores, Directorate of Purchase & Stores, Department of Atomic Energy, Indore Regional Purchase Unit, Centre for Advanced Technology, Indore-452 013 (M.P.) INDIA, which should be produced to the officers who are opening the tenders, on demand to prove the bonafides of the representative who participates 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 tenderer'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 tenderer 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 holidays 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 3<sup>rd</sup> of a particular month and its opening on 4<sup>th</sup> day of the month and if the 3<sup>rd</sup> day of the month is declared as a holiday, then the due date for receipt of tenders will stand automatically postponed to 4<sup>th</sup> day of the month while its opening will be on the 5<sup>th</sup> 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 tenderer 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, 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, such tenders will be liable for rejection at the discretion of Regional Director, 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 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 tender is required to be postponed due to non-completion of the evaluation of Part-I (Techno-Commercial) of the tender, indication towards postponement of the opening of the Part-II (Price) of the tender will be given to all the 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 kept valid for acceptance for a period of 90 (ninety) days from the date of actual opening of Part-II (Price) of the tender. Offers with shorter validity period will be liable for rejection.

1.8. **CATALOGUES/TECHNICAL LITERATURE**

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

## 1.9. TERMS AND CONDITIONS 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-11 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 on the basis of a standard "Price Variation Formula". The basis for calculation shall be very clearly stated. Here again preference will be given to the tenders with a specific ceiling on escalation.

## 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 plant/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 reserves the right to accept tenders for any quantity of his choice and the tenderer shall be bound to accept contract for any quantity. The Purchaser also reserves the right to accept or reject lowest any tender in full or in part without assigning any reasons.

1.13 **STATUTORY LEVIES SUCH AS CENTRAL EXCISE DUTY AND SALES TAX**

1.13.1 **EXCISE DUTY**

1.13.1.1. If it is desired to ask for excise duty or any other charges as extra the same must be specifically stated. In the absence of any such statement no claim for the same will be entertained. (Where the excise duty is leviable on advalorem basis, the tenderer should submit along with the tender, the Form-I and the manufacturer's Price List showing the actual assessable value of the stores, as approved by the Excise authorities).

1.13.1.2. Please note that in case any refund of excise duty is granted to you by Excise Authorities in respect of stores supplied under the contract you will pass on the credit to the Purchaser immediately along with a certificate from your Director/Manager/Proprietor/Accountant that the credit so passed on relates to the excise duty originally paid for the stores supplied under the contract. In case of your failure to do so within 10 days of the issue of the excise duty refund orders to you by the Excise Authorities, the Purchaser would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to you from any of your outstanding bills against this or any other pending Government Contracts and that no dispute on this account would be raised by you.

1.13.1.3. The tenderer is also required to furnish to the paying authority the following Certificates :

- (a) Certificate with cash bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to Contractor during three months immediately preceding the date of the claim covered by the relevant bill.
- (b) contractors/Suppliers Auditors Certificate as to whether any refunds have been obtained or applied for by them or not in the preceding financial year after the annual audit of their accounts, also indicating details of such refunds/application, if any. This certificate should contain reference to all purchase orders/contracts held by the Suppliers/Contractors.

- (c) A certificate ALONGWITH THE FINAL PAYMENT BILLS of the firm to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the firm by the Government pending with the Excise authorities and if so, the nature, the amount involved and the position of such appeals. This Certificate should be signed by the Contractors/Suppliers/Managing Director/Manager/Accountant.

1.13.1.4. AN UNDERTAKING to the effect that in case it is detected by the Government that any refund from Excise authorities was obtained by the Contractors/Suppliers after obtaining reimbursement from the paying authority and if the same is not immediately refunded by the Contractors/Suppliers to the paying authority giving details of particulars of the transaction, paying authority will have full authority to recover such amounts from the Contractor's/Supplier's outstanding bills against that particular contract any other pending Government contracts and that no dispute on this account would be raised by the Supplier.

#### 1.14.2. SALES TAX

1.14.2.1. Sales/General/taxes where legally leviable and intended to be claimed should be distinctly shown along with the price quoted. Where this is not done no claim for Sales/General Taxes will be admitted at any later stage and on any ground whatsoever.

1.14.2.2. When Sales/General Sales Tax is claimed as extra by the Contractor/Supplier in general and on packing charges in particular the following certificates should be submitted by the Suppliers/Contractors to the paying authority on the bills itself :-

- (a) Certified that the goods and packing charges on which Sales Tax/Central Sales Tax has been charged have not been exempted under the Central Sales Tax or the State Sales Tax Act or the rules made thereunder and the amount charged on account of Sales Tax on these goods and packing charges are not more than what is payable under the provision of relevant Act or the rules thereunder.
- (b) Certified further that we have actually paid Sales Tax/Central Sales Tax and are being assessed to Sales Tax on packing charges and also that where there are statutory exemptions, under the relevant Act/Law of the State Government concerned, we have availed ourselves of it and certified non-availability of such a provision for Sales Tax on packing charges wherever claimed.
- (c) Certified that in respect of amount claimed in the bill no claim is pending for refund or is admissible Certified that in the event of our getting refund in whole or in part of the element of Sales tax/Central Sales Tax on packing charges, claimed from Government, we shall pass on the benefit to the Purchaser by remitting to Government the amount equivalent to the amount of refund obtained by us.

(d) Certified further that we (our Branch or Agent) .....  
.....  
(address) .....  
are registered as dealers in the State of .....  
under Local Regn. No. .... and in the  
State of ..... under Central Regn. No. ....  
for the purpose of Sales Tax.

1.15. Samples/prototypes etc. if any called for shall be submitted free of all charges, the Tenderer and the Purchaser shall not be responsible for any loss or damage thereof for any reason whatsoever. In the event of non-acceptance of the tender the tenderer will have to make arrangements to remove/collect the samples/prototypes at his own expenses.

1.16 **INCOME TAX CLEARANCE CERTIFICATE/REGISTRATION OF SUPPLIERS**

1.16.1. The tenderer shall submit along with Part-II (Price) of the tender the name and address of his bankers, and latest and current Income tax clearance certificate duly countersigned by the Income tax Office of the Circle concerned under the seal of his office. However, if the tenderers are registered with the Directorate General of Supplies & Disposals or the Directorate of Purchase and Stores of the Department of Atomic Energy, as an approved supplier, they shall indicate in Part-II (Price) of the tender such registration number and date, its validity date and also their permanent income tax account number. If, on the other hand, the tenderer is not registered either with the Directorate General of Supplies & Disposals or the Director of Purchase and Stores, as an approved supplier, it is absolutely essential for such tenderers to furnish a valid income tax clearance certificate or photostat copy thereof along with Part-II (Price) of their tender failing which the tender will be liable for rejection without any notice. In case a tenderer is exempted by the Government of India from furnishing an income tax clearance certificate, he should furnish the letter reference and date under which he has been exempted by the Government from furnishing Income Tax clearance certificate.

1.17. **PARTNERSHIP / PROPRIETARY COMPANIES**

1.17.1. The tenderer shall in a separate sheet to be annexed to the tender, furnish in case he is a partnership firm or joint Hindu Family concern, the names and full particulars of the partner or the members of the joint Hindu Family owing the concern. The tender must be signed :

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

- (b) In the event of your being a partnership firm, by all Partners or by a constituted Attorney duly authorised to enter into and sign agreements on behalf of the partnership firm including agreements to refer disputes arising under or relating to such agreements to arbitration by a power of attorney duly executed by the partner and authenticated by a Notary Public or a Magistrate.
- (c) In the event of the tenderer being a limited company under the common seal of the company by a constituted Attorney duly authorised to enter into and sign agreements, to refer dispute arising under or relating to such agreements, to arbitration by a power of attorney executed under your common seal and authenticated by a Notary Public or a Magistrate.
- (d) In the event of the tenderer being a Hindu Joint Family concern, by the Karta of the Joint family when the tender is signed by a constituted attorney of the sole Proprietor of a concern or when the tender is signed on behalf of the firm by a constituted Attorney of its Partners as provided in sub-clause (a) and (b) above, then original power of attorney appointing him as such constituted attorney shall be supplied with the tender or if a tender is executed on behalf of a Limited Company by its constituted attorney as provided in sub-clause (c) above, the original power of attorney along with resolution (If it is required under its Articles of Association) authorising the affixation of its common seal on the power of attorney and a copy of its Articles of Association shall be supplied with the tender. If however, the power of attorney has been previously furnished to and approved by the Purchaser the Contractor need not send the same with the tender.

#### 1.18. **SUBMISSION OF DRAWINGS**

- 1.18.1. The tenderer shall furnish all drawings pertaining to the plant/machinery/equipment/component to the Purchaser along with the tender for correct understanding and appreciation of the tender in quadruplicate. Besides, tenderers 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 approved by the Purchaser.

#### 1.19. **SUB-CONTRACTING/SUBLETTING**

- 1.19.1. 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 does 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.

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

1.20.1. 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 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/works/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.

1.21. **ERECTION AND COMMISSIONING**

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

1.22. **INSTRUCTION MANUAL**

1.22.1. 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 alongwith the plant/ machinery/equipment/ instrument/ apparatus. The Contractor shall clearly specify in the offer about his readiness to supply instruction/ operation manual.



1.23. **PACKING**

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

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

- 1.24.1. 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 will supply the equipment as specified by the Purchaser. Similarly, deviations to the Purchaser's General Conditions of Contract/Special Conditions of Contract contained in Section "B" of this tender document shall be indicated by the tenderer in another annexure to Part-I (Techno-commercial) of the tender. Part-I (Techno-commercial) should be submitted in accordance with the format provided by the Purchaser at Section "D" of this tender document.
- 1.24.2. Part-II (Price) should be furnished in accordance with the format provided by the Purchaser at Section "E" of this tender document.

1.25. **DELIVERY**

- 1.25.1. 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 on or before .....or .....month from the date of approval of drawings or .....month from the date of receipt of free issue materials. The prices quoted by the tenderer should include 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 at .....could be furnished. Purchaser will neither undertake responsibility for transit insurance nor pay for it separately. No other delivery term will accepted by the Purchaser.

**1.26. ACCEPTANCE OF TENDERS**

1.26.1. 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 purchaser 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.

**1.27. RESULT OF THE TENDERS**

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

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

1.28.1. In case the commercial terms and conditions for sale/contract stipulated in Part-I (Techno-commercial) of the tender 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 specified, 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.

**1.29. OFFERS BY FAX, TELEX, CABLE, TELEGRAM & E-MAIL**

1.29.1. 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 CONDITIONS OF CONTRACT**

**INDIGENOUS ITEMS**

**Form No. DPS-P-11**



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 ALL CONTRACTS**

**&**

## **SPECIAL CONDITIONS OF CONTRACT GOVERNING SUPPLIES OF PLANT AND MACHINERY**

APPLICABLE TO THE CONTRACTS

PLACED BY

THE DIRECTORATE OF PURCHASE & STORES

INDORE REGIONAL PURCHASE UNIT

(UNDER GOVERNMENT OF INDIA, DEPARTMENT OF ATOMIC ENERGY)

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GENERAL CONDITIONS OF ALL CONTRACTS APPLICABLE TO CONTRACTS  
PLACED BY THE DIRECTORATE OF PURCHASE AND STORES,  
INDORE REGIONAL PURCHASE UNIT  
DEPARTMENT OF ATOMIC ENERGY  
GOVERNMENT OF INDIA  
DEPARTMENT OF ATOMIC ENERGY

## DIRECTORATE OF PURCHASE & STORES

INDORE REGIONAL PURCHASE UNIT  
GENERAL CONDITIONS OF CONTRACT

1. **DEFINITIONS**

- 1.1. The term "Purchaser" shall mean the President of India or his successors or assigns.
- 1.2. The term Director, Purchase and Stores shall mean the Director, Purchase and Stores of the Department of Atomic Energy for the time being in the administrative charges of the Directorate of Purchase and Stores, of the Department of Atomic Energy and includes Joint Director (Purchase and Stores), Regional Director (Purchase and Stores), Deputy Director (Purchase and Stores), Senior Purchase Officer, Purchase Officer or any Assistant Purchase Officer of the said Directorate of Purchase & Stores 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.
- 1.3. The term "Inspector" shall mean any person appointed by, or on behalf of the Purchaser to inspect supplies, stores or work under the Contractor any person deputed by the Inspector for the purpose.
- 1.4. The term "Particulars" shall mean the following :
- (i) Specification
  - (ii) Drawing
  - (iii) Sealed pattern denoting a pattern sealed and signed by the Inspector.
  - (iv) Proprietary make denoting the produce of an individual firm.
  - (v) Any other details governing the construction manufacture and or supply as existing for the contract.
- 1.5. The term "Contractor" shall mean, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's/Successors ( approved by the Purchaser ), representatives, heirs, executors and administrators unless excluded by the contract.
- 1.6. The term "Stores" shall mean, what Contractor agrees to supply under the contract as specified in the Purchase Order.

- 1.7. The term "Purchase Order" shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and condition mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores or plant, machinery or equipment or parts there of.

2. **CONTRACTS WITH RATE SUBJECT TO CONFIRMATION**

When prices are mentioned in the Purchase Order as being subject to confirmation by the makers, or subject to variation in the F.O.B. costs at the time of shipment, the Contractor shall before effecting delivery, obtain the required confirmation and communicate the same or full particulars as to variation of the F.O.B. price at the time of shipment to the Purchaser for his acceptance together with the original invoice on which the rate quoted by the Contractor in his Tender was based or any other documents that may be required by the Purchaser and the purchaser reserves the right to have such confirmation or variation checked by any Trade Association of the country of shipment or any organisation whether Governmental or otherwise and the Purchaser shall have, upon receipt of such communication as to confirmation or variation as aforesaid further reserves right to cancel the contract without assigning any reason and without being liable to the Contractor for the payment of damages or for any payment on any account whatsoever. If supplies are made before such confirmation and acceptance by the Purchaser except with the express consent of the Purchaser, the Contractor shall be paid at the price mentioned in the Purchase Order.

3. **SUBLETTING OF CONTRACT OR BILLS OR ANY BENEFIT ACCRUING THEREFROM**

The Contractor shall not sublet transfer or assign the Contracts or any part thereof or bills or any other benefits accruing therefrom or under the contract without the written permission of the Purchaser and a breach of the condition shall entitle the Purchaser to cancel the contract and to make repurchases at the risk and costs of the Contractor in terms of clause 10.2.3. hereof and/or to recover from the Contractor damages arising from such cancellation.

4. **SECURITY DEPOSIT**

On acceptance of Tender, the Contractor shall at the option of the Purchaser and within the period specified by him, deposit with him in cash or at the option of the Purchaser in such other form as the Purchaser may determine a Security Deposit not exceeding ten percent of the tendered value of the contract the Purchaser shall specify.

If the contractor is called upon by the Purchaser to deposit 'Security' and the Contractor fails to provide the security within the period specified such failure shall constitute a breach of the Contract and the Purchase shall be entitled to make other arrangements for the repurchase of the stores Contracted for at the risk and expense of the Contractor in terms of clause 10.2.3 hereof and/or to recover from the Contractor damages arising from such cancellation. No claim shall lie against the Purchaser either in respect of interest if any due on Security Deposit or depreciation in value.

## 5. SPECIFICATION, ETC.

### 5.1 Quality and Workmanship

- (i) The stores shall be of the best quality and workmanship and comply with particulars of the contract and in all respect shall be to the entire satisfaction of the inspector and the Purchaser.
- (ii) In particular and without prejudice to the foregoing conditions and in addition thereto when tenders are called for in accordance with "particulars" Contractor's tender to supply in accordance with such particulars shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof & no claim on his part which may arise on account of non-examination of the "particulars" will in any circumstances be considered by the Purchaser or be recoverable from him.

### 5.2. Contractor's Liability for Defective Stores,

For a period of twelve months after the stores have been accepted by Purchaser, the Contractor shall be responsible for any defects that may be discovered therein notwithstanding that such defects could have been discovered at the time of inspection or any defects therein are found to have developed under proper use, arising from faulty materials, design or workmanship and the Contractor shall remedy all such defects as afrosaid at his own cost provided he is called upon within a period of 14 months from the date of acceptance thereof to do so, by the Purchaser who shall state in writing in what respect the goods are faulty and further if in the opinion of the Purchaser the defects are of such a nature that it is necessary to replace or renew any defective stores, such replacement or renewal shall be made by the Contractor without any extra cost to the Purchaser provided notice informing the Contractor of the defect is given by the Purchaser within the said period of 14 months. The decision of the Purchaser notwithstanding any prior approval or acceptance of the Inspector as to whether or not the stores delivered are defective or any defect has developed within the said period of twelve months or as to whether the nature or defects renewal or replacement shall be final conclusive and binding on the Contractor.

## 6. ALTERATION OF SPECIFICATIONS PATERNS AND DRAWING

The Purchaser reserves the right to alter from time to time specifications, pattern and drawings as from the date specified by him the stores shall be in accordance with the specifications, patterns and drawings as so altered in the event of any such alteration involving an alteration in the costs of or in the period required for production revision of the Contract price and of the item for delivery shall be made in relation to the stores, the subject of the alteration The decision of the Purchaser, on the questions whether the alteration involves an alteration in the costs of or as to the period of production shall be final and conclusive.



7. **SAMPLES**

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

8. **PACKING**

- 8.1. The Contractor shall be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air so as to ensure their being free from any loss or damages on arrival at their destination. The packing and marking of packages shall be done by and at the expenses of the Contractor. Each package shall contain a Packing Note quoting Purchase Order number and date and showing its contents in detail.

9. **CONTRACTOR'S RESPONSIBILITY REGARDING DESPATCH**

- 9.1. Said to contain basis :- The Contractor shall be responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched Purchaser shall not pay separately for transit insurance all risks in transit being exclusively of the Contractor and the Purchaser shall pay for only such stores as are actually received by him in accordance with the Contract.
- 9.2. Contractor's liability for freight and transport charges:- Unless otherwise expressly mentioned in the Purchase Order, the Contractor shall pay and bear all freights and all costs and expenses of transporting the stores to the place of delivery specified in the Purchase Order and the price specified in the Purchase Order shall be inclusive of all such freights, cost and expenses.
- 9.3. F.O.R. Station of Despatch:- In the case of "F.O.R. station of despatch" contract, the stores shall be booked at full wagon rates whenever available and by the most economical route, and failure to do so will tender the Contract liable for the whole or part of any avoidable expenditure, caused to the Purchaser.

10. **DELIVERY**

- 10.1. Time for and date of delivery, the essence of the Contract :  
The time for and the date of delivery of the stores stipulated in the purchase order shall be deemed to be the essence of contract, and delivery must be completed not later than the dates specified therein.
- 10.2. Failure and Termination : Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the Purchaser shall be entitled at his option either :

- 10.2.1 To recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 2% of the price of any stores which the Contractor has failed to deliver as aforesaid, for each month or part of a month, during which the delivery of such stores may be in arrears, or
- 10.2. To purchase elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores, not delivered or others of a similar description (where others exactly complying with the particulars are not, in the opinion of the Purchaser readily procurable, such opinion being final) without cancelling the contract in respect of the consignment(s) not yet due for delivery, or
- 10.2.3. To cancel the contract a portion thereof, and if so desired, to purchase or authorise the purchase of stores not so delivered or others of similar description (where others exactly complying with the particulars are not, in the opinion of the Purchaser readily procurable, such opinion being final at the risk and cost of the Contractor.

In the event of action being taken under clause 10.2.2 or 10.2.3 above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account, provided that the repurchase or, if there is an agreement to repurchase then such agreement, is made within six months of the date of such failure. But the Contractor shall not be entitled to any gain on such repurchase made against default. The manner and method of such repurchase shall be in the entire discretion of the Purchaser, whose decision shall be final. It shall not be necessary for the Purchaser to serve a notice of such repurchases on the defaulting contractor. This right shall be without prejudice to the right of the Purchaser to recover damages for breach of contract by the Contractor.

- 10.2.4 Extension of time : As soon as it is apparent that contract dates cannot be adhered to an application shall be sent by the Contractor to the Purchaser. If failure on the part of the Contractor to deliver the stores in proper time shall have arisen from any causes which the Purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances of the case without prejudice to the Purchaser's rights to cover liquidated damages under clause 10 hereof.
- 10.2.5 However, 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 such stores by the Purchaser will in no way prejudice the rights of the Purchaser to levy the liquidate damages for delayed deliveries nor will it entitled the contractor for payment of statutory levies that come into force after the expiry of the contract delivery dates.

## 11. INSPECTION AND REJECTION

- 11.1. Inspection and Rejection : The stores shall be tendered by the Contractor for inspection at such places as may be specified by the Inspector, at the Contractor's own risk, expenses and cost and shall lie at such places of inspection at the risk of the

Contractor and the stores will be subject to inspection and test as may be considered necessary by the Inspector and his decision as regards rejection of goods shall be final and binding on the Contractor. If any goods are rejected as aforesaid, then without prejudice to the forgoing provision, the Purchaser shall be at liberty to :

- 11.1.1 allow the Contractor to resubmit without prejudice to the Purchaser's right to claim and recover Liquidated damages as provided in clause 10 hereof, stores in replacement those rejected within a time specified by the Purchaser (which time shall be essence of the contract), the contractor bearing the cost of freight for such replacement without being entitled to any extra payment, or
- 11.1.2 buy the quantity of stores rejected or others of a similar nature elsewhere at the risk and cost of the Contractor in accordance with the provisions contained in second paragraph of clause 10.3 hereof without affecting the Contractor's liability as regards the supply of any further consignments due under the Contract, or
- 11.1.3 terminate the Contract and recover from the Contractor the loss Purchaser thereby incurred.
- 11.2 Removal rejection : Any stores submitted for inspection and rejected by the Inspector must be removed by the Contractor within fourteen days from the date of receipt of intimation of rejection provided that in the case of dangerous, infected or perishable stores, the Inspector (whose decision shall be final) shall notify the Contractor to remove such stores within 48 hours of receipt of intimation of rejection and it shall be the duty of the Contractor to remove them accordingly : Such rejected stores shall lie at the Contractor's risk from the time of such rejection and if not removed within the above mentioned time, the Purchaser shall have the right either to return the rejected stores to the Contractor at the Contractor's risk by such mode of transport as Purchaser may select or to dispose off or segregate such stores as he thinks fit at the Contractor's risks and on his accounts and to appropriate such portion of the proceeds as may be necessary to cover any loss or expenses incurred by the Purchaser in connection with the said sale Freight to destination on stores rejected after examination at destination shall be recoverable from that Contractor at the Tariff Rate.
- 11.3 Test Certificate and Guarantees. Test Certificate Guarantees, if required by the Inspector shall be obtained and furnished by the Contractor free of costs.

### 11.3 **RECOVERY OF SUMS DUE**

Whenever any claim for the payment of, whether liquidated or not, moneys arises out of or under this contract against, the Contractor the Purchaser shall be entitled to recover sum by appropriating, in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or no security has been taken from the Contractor then the balance or the total sum or which at any time hereafter may become due to the Contractor under this or any other contract with the Purchaser, should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the Purchaser has or makes any claim, whether liquidated or not against the Contractor under any other contract with the Purchaser

the payment of all moneys payable under the contract to the contractor including the security deposit shall be withheld till such claims of the Purchaser are finally adjudicated upon and paid by the Contractor.

13. **MODES OF PAYMENT**

Unless otherwise agreed to between the parties in writing, payments for the delivery of the stores will be made within a reasonable time on submission of bills in triplicate. Payment for the stores on each delivery will be made to the Contractor at the rates stipulated in the Purchase Order after goods are received and passed after inspection, Normally 30 days will be allowed for inspection after receipt of the stores.

14. **LAW GOVERNING THE CONTRACT**

This contract shall be governed by the laws of India for the time being in force. The marking of all stores supplied must comply with the requirements of Indian Acts relating to Merchandies marks and all the rules made under such Acts.

15. **JURISDICTION**

The Courts within the local limits of whose jurisdiction the place from which the Purchase Order is issued is situated only shall subject to clause 17 hereof have jurisdiction to deal with and decide any matter arising out of this Contract.

16. **INDEMNITY**

The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent Registration of design or Trade Mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and entire responsibility for the sufficiency of all the means used by him for the fulfilment of the contract.

17. **ARBITRATION**

Notwithstanding anything contained in clause 15 above, in the event of any question, dispute or difference arising under these conditions or any condition contained in the Purchase Order or in connection with this contract, (except as to any matters the decision of which is specially provide for by these conditions) the same be referred to the sole arbitration of the Director (Purchase & Stores), Directorate of Purchase & Stores or of some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with matter to which the contract relates or that in the course of his duties as a Government servant has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this Contract.

17.2 It is a term of contract:-

17.2.1 If the arbitrator be the Regional Director (Purchase and Stores) (i) in the event of his

being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with the reference himself, or to appoint another person as arbitrator, or (ii) in the event of his being unwilling or unable to act for any reason, it shall be lawful for the Regional Director (Purchase and Stores) to appoint another person as arbitrator; or

17.2.2 If the arbitrator be a person appointed by the Regional Director (Purchase and Stores) in the event of his dying, neglecting or refusing to act, or resigning or being unable to act for any reason, it shall be lawful for the Regional Director (Purchase and Stores) to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator.

17.3 Subject as aforesaid, the Arbitration Act, 1940 and the rule thereafter and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The Arbitrator shall have the power to extend with the consent of the Purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as the Purchaser in his absolute discretion may determine.

## 18. **EXERCISING THE RIGHTS AND POWER OF THE PURCHASER**

18.1 All the rights, discretions and powers of the Purchaser under the contract shall be exercisable by and all notices on behalf of the Purchaser shall be given by the Regional Director (Purchase and Stores), Deputy Director (Purchase and Stores), Purchase Officer, Assistant Purchase Officer of the Directorate of Purchase and Stores or any persons authorised to enter into contracts on behalf of the Regional Director, Purchase and Stores and any reference to the opinion of the Purchaser in the terms and conditions contained in these General Conditions of all Contracts shall mean and be constructed as the reference to the opinion of any of the persons mentioned in this clause.

### Special Conditions of Contract Governing Supplies of Plant and Machinery

18.2. In addition to the General Conditions of Contract hereinbefore set out the following special conditions shall apply to contracts for the supply of Plant and Machinery and manufactured equipment. These Special Conditions where they differ from the General Conditions shall over-ride the later.

#### 18.2.1 **MISTAKES IN DRAWING**

The Contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or omission in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not.

#### 18.2.2 **RESPONSIBILITY FOR COMPLETENESS**

Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary, are to be provided by the Contractor without extra charges and the plant must be complete in all details.

#### 18.2.3 **REJECTION OF DEFECTIVE PLANT**

If the Plant after the acceptance thereof be discovered to be defective, notwithstanding that such defects could have been discovered at the time of inspection or found to have failed to fulfill the requirements of the Contract or developed defects after erection within a period of 12 months from the date of erection, whether such erection is done by the Purchaser or by the Contractor, the Purchaser shall be entitled to give a notice on the Contractor setting forth details of such defects or failure and the contractor shall, provided such notice is given within a period of 14 months from the date of such erection or acceptance, forthwith make the defective plant good or alter the same to make it comply with the requirements of the contract at his own cost and further if in the opinion of the purchaser, the defects are of such a nature that the defects can not be made good or required without impairing the efficiency or workability of the plant or if in the opinion of the Purchaser the Plant cannot be repaired or altered to make it comply with the requirements of the Contractor shall provided a notice is given by Purchaser in this behalf within a period of 14 months from the date of erection of acceptance thereof, remove and replace the same with plant conforming to the stipulated particulars in all respect at the Contractor's own cost Should he fail to do so within a reasonable time, the Purchaser may reject at the cost of the Contractor the whole or any part of the Plant as the case may be which is defective or fails to fulfil the requirements of the contract Such replacement at the cost of the Contractor shall be carried out by the Purchaser within a reasonable time with Plant of the same particulars or when the plant conforming to the stipulated particulars are not in the opinion of the Purchaser readily procurable, such opinion being final, then the nearest substitutes.

- 18.23.1 In the event of such rejection the Purchaser shall be entitled to use the plant in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain replacement as herein before provided.

#### 18.2.4 **INSPECTION AND FINAL TESTS**

All tests necessary to ensure that the plant complies with the particulars and guarantees shall be carried out at such place or places as may be determined by the inspector Should, however, it be necessary for the final tests as to performance or guaranees to be held over until the Plant is erected at site they shall be carried out within one monh of completion of erection.

#### 18.2.5 **TRANSPORT AND RESPONSIBILITY FOR BREAKAGES EN-ROUTE:-**

Unless otherwise specified, the Purchaser will take delivery of the plant from the Railway Auhorities at the Railway Station named in the purchase order but, the

Contractor will be responsible for any damage which may be caused to the Plant during transit to the site of erection thereof.

**18.2.6. INTIMATION ABOUT DELIVERY:-**

If the Purchaser shall have notified the Contractor in writing that the former is not ready to take delivery, no plant or materials shall be forwarded until an intimation in writing shall have been given to the Contractor by the Purchaser that he is ready to take delivery.

**18.2.7 MODE OF PAYMENT:-**

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

- 18.2.7.1 80% of the contract price of each consignment delivered as soon as possible after preliminary inspection.
- 18.2.7.2 20% of the contract price plus the cost of erection, if any, as soon as possible on final inspection and test.
- 18.2.7.3 In addition to this other remedies under the law and these conditions, the Purchaser shall have lien on each consignment in respect of which 80% has been paid to secure refund of this amount in the event of the same becoming refundable under the terms of the contract or under the law and to secure payment of any other dues under the contract or under the law.

**18.2.8 DELAY IN ERECTION :**

Wherever erection of a plant or machinery is the responsibility of the Contractor as a term of the contract and in case the Contractor fails to carry out the erection as and when called upon as to do within the period specified by he Purchaser, the Purchaser shall have right to get the erection done through any source of his choice. In such an event, the contractor shall be liable to bear any additional expenditure that the Purchaser may incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the Purchaser.

**18.2.9 DEFINITION OF PLANT**

The word "Plant" wherever, appears in these "Special Conditions of Contract governing supplies of Plants and Machinery" shall mean all machinery, plants equipments or parts thereof or what the Contractor agree to supply under contract as specified in the Purchase Order.

**SECTION 'C' : TECHNICAL SPECIFICATIONS OF STORES AND DRAWINGS**



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

## TENDER FORM

Telephone Nos : PART-I (Techno-Commercial)  
OF TENDER NO. DPS/IRPU/TPT/  
Telegraphic/ Last date for receipt \_\_\_\_\_  
Cable Address : at 16.00 hrs. IST.  
Telex Nos. :  
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 (Purchase & Stores)  
Directorate of Purchase & Stores,  
Department of Atomic Energy,  
Indore Regional Purchase Unit,  
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-11. I/We hereby agree to supply the stores conforming to the tender specifications incorporated in Section "C" of the tender document and also agree to abide by your General Conditions of all Contracts and Special Conditions of Contract contained in Section "B" of the Tender document.

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

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

4. 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/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 (Purchase & Stores),  
Directorate of Purchase & Stores,  
Department of Atomic Energy,  
Indore Regional Purchase Unit,  
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