

**GOVERNMENT OF INDIA
DIRECTORATE OF PURCHASE & STORES**

TWO-PART TENDER

MRPU Tender No. _____

Last date for receipt of

Both Part-I (Techno-
Commercial) and

Part-II (Price) of the

Tender _____

Upto 1300 hrs IST

Date of opening of

Part-I 11.30 hrs on _____

To,
M/s. _____

Dear Sirs,

Sub : Purchase of _____

This document 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 i.e. **Part-I (Techno-Commercial)** and **Part-II (Price)**. If you are interested to quote, please go through the contents of this document 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. 28276181,28273735
28273167,28273742
Telefax : 044-28263025,28275696
E-mail: mrpu@chn.ernet.in

6th Floor
Shastri Bhavan
4 Haddows Road
Chennai 600 006

**GOVERNMENT OF INDIA
DIRECTORATE OF PURCHASE & STORES**

INSTRUCTION SHEET

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

Tender No. MRPU/

(i) Last date for online submission of both Part-I (Techno-Commercial) and Part-II (Price) of the tender 1300 hrs. on _____

(ii) Due date and time for opening of Part-I of the tender i.e., Technical Part 1130 Hrs. on _____

(iii) Due date and time for opening of Part-II (Price) of the tender 1100 Hrs. on _____

(iv) Venue for opening of the tenders Madras Regional Purchase Unit
Directorate of Purchase & Stores
DAE, Shastri Bhavan,
6th Floor, 4 Haddows Road
Chennai 600 006.

TWO – PART TENDER

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, Madras Regional Purchase Unit, Directorate of Purchase & Stores, Department of Atomic Energy, Government of India, invites sealed tenders 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:

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

1.2.1.2 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, 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 quoted separately. 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 quoted separately.
- 1.2.4 The tender will co-relate the prices in Part-II of the tender with the description of the stores indicated in Part-I (Techno-Commercial) by allotting a running serial number in order to enable the Purchaser to identify the prices with the relative items in Part-I (Techno-Commercial)
- 1.2.5 If tenderer includes prices of any nature in Part-I (Techno-Commercial) of the tender such offers are liable for rejection without any notice to the tenderers.

1.3 OPENING OF TENDERS

- 1.3.1 Unless otherwise preponed or postponed with advance intimation to the tenderers, tender will be opened in two stages in the Public Relations Cell of the Madras Regional Purchase Unit, Directorate of Purchase & Stores, Department of Atomic Energy, 6th Floor, Shastri Bhvan, 4 Haddows Road, Chennai 600 006 on the date and time indicated in Sr. No. II and III of the instructions 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 tenderers whose Part-I of the 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/Email, etc.
- 1.3.4 The tenderers 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 of opening of 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 Madras Regional Purchase Unit, Directorate of Purchase and Stores, Department of Atomic Energy, 6th Floor, Shastri Bhavan, 4 Haddows Road, Chennai 600 006 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, Madras Regional Purchase Unit, Directorate of Purchase & Stores, Department of Atomic Energy, 6th Floor, Shastri Bhavan, 4 Haddows Road, Chennai 600 006 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 tender falls on 3rd of a particular month and its opening on 4th day of the month and if the 3rd day of the month is declared as a holiday, then the due date for receipt of tenders will stand automatically postponed to 4th day 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 clarifications 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-

1.5.1.1 furnish all technical information/clarification to the concerned technical authority directly to reach on or before the due date and time fixed by the technical

authorities with a copy to the Regional Director, Purchase & Stores, Madras Regional Purchase Unit, Directorate of Purchase & Stores, Department of Atomic Energy, 6th Floor, Shastri Bhavan, No.4 Haddow Road, Chennai-600006 in an ordinary envelope indicating the Purchaser's tender reference. If the technical clarifications/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.

1.5.1.2 have an option to modify the price based on the technical clarification or discussion the tenderers had with the user department. In case they wish to make any revision in price, they should communicate such a revision in price only to Regional Director, Purchase & Stores, Madras Regional Purchase Unit, Directorate of Purchase & Stores, Department of Atomic Energy, 6th Floor, Shastri Bhavan, No.4 Haddows Road, Chennai-600006 and copies of this communication should not be forwarded to the technical authorities/user department at all.

1.5.2 Irrespective of the circumstances whether technical clarifications have been sought for or not from any other tenderers, the tenderers will be free to have technical discussion with the technical authorities concerning the scope/details of the tender etc. if they so consider it necessary and based on such discussion, the tenderers are free to effect revision in price and in such cases they should communicate such a revision in price in a letter justifying the revision addressed only to the Regional Director, Purchase & Stores, Madras Regional Purchase Unit, Directorate of Purchase & Stores, Department of Atomic Energy, 6th Floor, Shastri Bhavan, No.4 Haddow Road, Chennai-600006 and copies of this communication should not be forwarded to the technical authorities/user department at all.

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 offer (Part-I) have been found suitable to the Purchaser will only be given intimation about the due date for opening of Part-II (Price) of the tender and such 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 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 fluctuations in prices) if prices 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.

1.11.1.1 for a period of two years and

1.11.1.2 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 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 a contract for any quantity. The Purchaser also reserves the right to accept or reject lowest or 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 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:

1.13.1.3.1 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.

1.13.1.3.2 contractor/Suppliers Auditors Certificate as to whether any refunds have been obtained or applied for by them or not in the preparing financial year after the annual audit of their accounts, also indicating details of such

refunds/application, if any. This certificate should contain reference to all purchase orders/contracts held by the suppliers/contractors.

- 1.13.1.3.3 A certificate ALONGWITH THE FINAL PAYMENT BILLS of the firm to the effect whether or not that 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 or any other pending Government contracts and that no dispute on this account would be raised by the Supplier.

1.13.2 SALES TAX

- 1.13.2.1 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.
- 1.13.2.2 When Sales/General Sales Tax is claimed as extra by the Contractor/Supplier in general and on packing charges in particular the following certificate should be submitted by the Suppliers/Contractors to the paying authority on the bills itself:-
- 1.13.2.2.1 Certified that the goods and packing charges on which Sales Tax/Central Sales Tax had 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.
- 1.13.2.2.2 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.
- 1.13.2.2.3 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.

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

1.14 SAMPLES/PROTOTYPES

1.14.1 If any called for shall be submitted free of all charges by 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 sample/prototypes at his own expenses.

1.15 INCOMETAX CLEARANCE CERTIFICATE/REGISTRATION OF SUPPLIERS

1.15.1 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 Officer of the circle concerned under the seal of his office. However, If the tenderers are registered with Directorate General of Supplies and Disposals, or 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 and Disposals or the Directorate of Purchase & 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.

1.16 PARTNERSHIP/PROPRIETARY COMPANIES

1.16.1 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 owning the concern. The tender must be signed:

1.16.1.1 In the event of your being a sole proprietary concern by the sole Proprietor

or by constituted attorney duly authorised to tender into and sign agreement on his behalf including agreement to refer disputes arising under or relating to such agreements to arbitration by power of attorney signed by the Proprietor and authenticated by a Notary Public or a Magistrate

1.16.1.2 In the event of your being a partnership firm, by all Partners or by a constituted Attorney duly authorised to enter into and sign agreements on behalf of the partnership firm including agreements to refer disputes arising under or relating to such agreements to arbitration by a power of attorney duly executed by the partner and authenticated by a Notary Public or a Magistrate.

1.16.1.3 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 agreement, to refer dispute arising under or relating to such agreements, to arbitration by a power of attorney executed under your common seal and authenticated by a Notary Public or a Magistrate.

1.16.1.4 In the event of the tenderer being a Hindu Joint Family concern, by a Karta of the Joint Family when the tender is signed by a constituted attorney of the Sole Proprietor of the concern or when the tender is signed on behalf of the firm by a constituted Attorney of its Partners as provided in sub-clause (1.16.1.1) and (1.16.1.2) above, then original power of attorney appointing him as such constituted attorney shall be supplied with the tender or if a tender is executed on behalf of a Limited Company by its constituted attorney as provided in sub-clause (1.16.1.3) above, the original power of attorney along with resolution (if it is required under its Articles of Association) authorising and affixation of its common seal on the power of attorney and a copy its Articles of Association shall be supplied with the tender. If however, the power of attorney has been previously furnished to and approved by the Purchaser the Contractor need not send the same with the tender.

1.17 SUBMISSION OF DRAWINGS

1.17.1 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. 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.

1.18 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 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.

1.19 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 Agency of his choice to the factory/workshop of the tenderer to assess and establish the manufacturing capability etc. of the tenderer. 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:-

1.19.1.1 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.

1.19.1.2 Provide the drawings, toolings, gauges, instruments etc. required for carrying out the inspection work.

1.19.1.3 Produce an inspection plan to the Purchaser's satisfaction notifying him when check points on the plan are imminent.

1.19.1.4 Not supply or deliver the plant/machinery/equipment/component unless and until a Shipping Release or an authorisation for despatch is obtained in a format provided by the Purchaser. Failure to comply with this instruction will not only result in withholding of the payment to the contractor/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 of 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/instrument/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/instrument/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 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 Supplier's 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 packed 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 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.

1.23 DEVIATIONS TO PURCHASER'S SPECIFICATIONS 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 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 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 Tenderer 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 be accepted by the Purchaser.

1.25 ACCEPTANCE OF TENDERS

1.25.1 Acceptance of tenders by the Purchaser will be sent by fax, telegram, E-mail, 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 of 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 discussions 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 Director, Purchase & Stores and no complaints whatsoever will be entertained from the tenderer for rejection of this 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, TELEX, 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.

**FOR SECTION 'B' : GENERAL CONDITIONS OF
CONTRACT**

**Form No. DPS-P-11
GOVERNMENT OF INDIA**

DEPARTMENT OF ATOMIC ENERGY

**DIRECTORATE OF PURCHASE AND 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**

**(UNDER GOVERNMENT OF INDIA, DEPARTMENT OF ATOMIC
ENERGY)**

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

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

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 Regional Director, Purchase and Stores, Madras Regional Purchase Unit shall mean the Regional Director, Purchase and Stores for the time being in the administrative charge of the Madras Regional Purchase Unit, Directorate of Purchase and Stores, of the Department of Atomic Energy and included Purchase Officer or any Assistant Purchase Officer of the said Directorate of Purchase and Stores or any other Officer authorized for the time being to execute contracts relating to the purchase and supplies of stores on behalf of the Purchaser.

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 contract or any person deputed by the Inspector for the purpose.

1.4. The term 'Particulars' shall mean the following:

1.4.1. Specification

1.4.2. Drawing

1.4.3. Sealed pattern denoting a pattern sealed and signed by the Inspector

1.4.4. Proprietary make denoting the produce of an individual firm.

1.4.5. 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 authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions 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 thereof.

2. CONTRACTS WITH RATE SUBJECT TO CONFIRMATION

2.1. 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 organization 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

3.1. 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 this 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

4.1. 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 as the Purchaser shall specify.

4.2. 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 Purchaser 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 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 Deposits or depreciation in value.

5. SPECIFICATION, ETC.

5.1. Quality and Workmanship

5.1.1. 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.

5.1.2. 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 in admission on his part that he has fully acquainted himself with the details thereof and 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

5.2.1. 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 aforesaid 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 costs 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 of defects renewal or replacement shall be final conclusive and binding on the Contractor.

6. ALTERATION OF SPECIFICATIONS, PATTERNS AND DRAWINGS

6.1. 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 alterations involving an alteration in the costs of, or in the period required for production revision of the Contract price and of the item for the delivery shall be made in relation to the stores, the subject of the alteration. The decision of the Purchaser, on the question 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 reason shall be supplied without charge and freight paid without any obligation of the Purchaser as regards safe custody or safe-return thereof. All samples submitted must be clearly labelled with the Contractor's name and address and tender number. If the Contractor submits the sample with his tender the same shall not govern the standard of supply except when it has been specifically stated in the Purchase Order that it is accepted instead of any sealed pattern. Should certified samples be lent to the Contractor by the Purchaser, the Contractor is responsible for the return in perfect order of all certified samples with the labels intact.

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 dispatched, 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 for 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, costs and expenses.

9.3. F.O.R. Station of Despatch: In the case of an '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 render the Contractor 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 date 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
 - 10.2.2 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 canceling the contract in respect of the consignment(s) not yet due for delivery, or
 - 10.2.3 To cancel the contract or a portion thereof, and, if so desired, to purchase or authorize 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 repurchase on the defaulting contractor. This right shall be without prejudice to the rights 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 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 liquidated damages for delayed deliveries nor will it entitle 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 costs 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 foregoing 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 of 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 effecting 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 of 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 aforementioned 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 risk 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 of stores rejected after examination at destination shall be recoverable from the 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.

12 RECOVERY OF SUMS DUE

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

13 MODES OF PAYMENT

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

14 LAW GOVERNING THE CONTRACT

14.1 This Contract shall be governed by the laws of India for the time being in force. The marking of all stores supplied must comply with the requirements of

India Acts relating to Merchandies Marks and all the rules made under such Acts.

15 JURISDICTION

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

16 INDEMNITY

16.1 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 fulfillment of the contract.

17 ARBITRATION

17.1 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 provided for by these conditions) the same be referred to the sole arbitration of the Directorate of Purchase and Stores or of some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with matters to which the contract relates or that in the course of his duties as a Government servant has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this Contract.

17.2 It is a terms of contract:-

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

17.2.2 If the arbitrator be a person appointed by the 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 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 thereunder and any statutory modifications thereof for the time being in force shall be deemed to

apply to the arbitration proceedings under this clause. The Arbitrator shall have the power to extend with consent of the Purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as the Purchaser in his absolute discretion may determine.

18 EXERCISING THE RIGHTS AND POWERS OF THE PURCHASER

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

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

18.2.1.1 The Contractor shall be responsible for and shall pay for an alterations of the works due to any discrepancies, errors or omissions 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

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

18.2.3 REJECTION OF DEFECTIVE PLANT

18.2.3.1 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 cannot 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 Contract, the Contractor shall, provided a notice is given by the Purchaser in this behalf within a period of 14 month from the date of erection or acceptance thereof, remove and replace the same within 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 fulfill the requirements of the contract. Such replacement at the cost of the Contractor shall be carried out by the Purchaser within a reasonable time which 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.

18.2.3.2 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 hereinbefore provided.

18.2.4 INSPECTION AND FINAL TESTS.

18.2.4.1 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 guarantees to be held over until the Plant is erected at site they shall be carried out within one month of completion of erection.

18.2.5 TRANSPORT AND RESPONSIBILITY FOR BREAKAGES EN-ROUTE:

18.2.5.1 Unless otherwise specified the Purchaser will take delivery of the plant from the Railway Authorities 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

18.2.6.1 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

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

18.2.7.2 80% of the contract price of each consignment delivered as soon as possible after preliminary inspection.

18.2.7.3 20% of the contract price plus the cost of erection, if any, as soon as possible on final inspection and test.

18.2.7.4 In addition to his 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

18.2.8.1 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 the 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

18.2.9.1 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.

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

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

TENDER FORM

Telephone Nos.

Telegraphic

Address:

IST Telex No.:

No.

E-mail:

FROM

M/s. _____

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

Last date for receipt _
at 1300 hrs.

Due date for opening _____ Fax
at 1100 hrs IST

Tenderer's Offer No.

Date _____

To

The Regional Director, Purchase & Stores
Madras Regional Purchase Unit
Directorate of Purchase & Stores
Madras Regional Purchase Unit
VI Floor, Shastri Bhavan
4 Haddows Road, Chennai 600 006

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

4. Deviation to technical specifications contained in Section "C" of the tender documents are detailed in annexure-A of the tender form while deviations proposed to the General/Special Conditions of Contract are detailed in Annexure "B" to this tender. Price applicable for the stores are indicates 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.

Yours faithfully

Stamp and Signature of the Tenderer

Encl:

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

TENDER FORM

Telephone Nos.

TENDERER'S OFFER

NO. _____

DATE

Telegraphic

PART-II (PRICE) OF
TENDER

Address:

NO. _____

IST Telex No.:

Due date for opening _____
at 1100 hrs IST

Fax No.

E-mail:

FROM

M/s. _____

To

The Regional Director, Purchase & Stores

Madras Regional Purchase Unit

Directorate of Purchase & Stores

Madras Regional Purchase Unit

VI Floor, Shastri Bhavan

4 Haddows Road, Chennai 600 006

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