

TENDER FORM

GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
DIRECTORATE OF PURCHASE & STORES
MADRAS REGIONAL PURCHASE UNIT

6TH FLOOR, SHASTRI BHAVAN,
4 HADDOWS ROAD,
CHENNAI 600 006.

INVITATION OF TENDER AND INSTRUCTIONS TO TENDERERS

To,
M/s. _____

Dear Sirs,

The Regional Director, Madras Regional Purchase Unit (D.P.S.) invites on behalf of the President of India Tenders for the supply of stores detailed in the tender form No. DPS-P-22(A) hereto annexed. The conditions of contract which will govern any contract made in the tender form No. DPS-P-22(A). If you are in a position to quote for the supply in accordance with the requirements stated in the attached form, Please submit your quotations in the attached tender form.

FOR LOCAL SUPPLIES : As departmental collection of materials from suppliers' premises will not be practicable, offers with free delivery at purchaser's godown duly packed/created would be preferred. The packing/crating shall withstand transport risks by road from Chennai to Kalpakkam. If packing/crating/delivery charges are to be borne by the buyer, such charges shall be indicated separately. Offers not complying with the above are liable to be ignored. An acknowledgement of receipt of the package only will be furnished by our Godown and not for the contents. Final receipt will be issued by the Stores at Kalpakkam.

FOR UPCOUNTRY SUPPLIES :Being a Department of the Government of India, Insurance of inland consignments to cover risks is not possible. Offers on F.O.R. Destination Station/Free Delivery at our Regional Transit Godown at Chennai/Project Site at Kalpakkam/Tuticorin would be preferred.

Your tender must be submitted on or before the due date mentioned.

Yours faithfully,

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

INSTRUCTION TO TENDERERS

1. Sales/General taxes where legally leviable and intended to be claimed should be distinctly shown along with the price quoted. Where there is not done, no claim of Sales/General taxes will be admitted at any later stage on any ground whatsoever.
2. (a) Your quotation shall be valid for 30 days from the date of opening of the tender.

(b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of unit other than those specified in the tender form, relationship between the two sets of units must be furnished.
3. Preference shall be given to ex-stock delivery offers free of charges at the place of delivery mentioned in the Tender. If you cannot offer ex-stock delivery, please indicate the earliest guaranteed delivery date by which store can be supplied.
4. Samples, if called for shall be submitted free of all charges, by you and the Purchaser shall not be answerable for the loss or damage thereof due to any reason, whatever. In the event of non-acceptance of your offer, you will have to remove the samples at your own expenses.
5. The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reasons whatsoever. Quantities are approximate only and one or more of the items of the store tendered or a portion of any one or more of the items of such stores may be accepted and you, notwithstanding that your tender has been accepted in whole, shall be bound to supply to the Purchaser such an item or items or such portion or portions of one or more of the items as may be accepted by the Purchaser.
6. You should note that the Purchaser does not undertake any responsibility for issue of import license where it may be required for the supply of the stores and the acceptance of a tender shall not imply such an undertaking on the part of the Purchaser.
7. The authority of the person signing the tender, if called for, shall be produced.
8. Products backed by ISI certification marks will be preferred and the Supplier shall categorically state whether the offer is for products with ISI marks.
9. Tenderers extending 30 days of normal CREDIT facilities will be preferred.

Form No. DPS-P-22(A)

TENDER FORM
GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
DIRECTORATE OF PURCHASE & STORES
MADRAS REGIONAL PURCHASE UNIT

From _____ Tender No. _____

_____ Due on _____ by 1300 hrs IST

To,

The Regional Director
Madras Regional Purchase Unit, Department of Atomic Energy
6th Floor, Shastri Bhavan, 4 Haddows Road, Chennai 600 006.

Dear Sirs,

I/We hereby offer to supply the stores detailed herewith below at the price hereunder quoted and agree to hold this offer open till _____ I/We shall be bound to supply the stores hereby offered upon the issue of the Purchase Order communicating the acceptance thereof on or before the expiry of the last mentioned date. You are at liberty to accept any one or more of the items of stores tendered for or any portion of any one or more of the items of such stores. I/We, notwithstanding that the offer in this tender has not been accepted in whole, shall be bound to supply to you such items and such portion or portions of one or more of the items as may be specified in the said Purchase Order communicating the acceptance.

Sr. No.	Description	Quantity	Rates			Delivery terms
			Unit	Rs.	P.	

Place of Delivery _____

I/We have understood the terms and conditions of the contract printed overleaf and the instructions to tenderers annexed to the invitation to tender form No. DPS-P-22 and have thoroughly examined the specification/drawing and /or pattern quoted or referred to herein and/or fully aware of the nature of the stores required and my/our offer is to supply the goods strictly in accordance with the requirements subject to the conditions mentioned herein and contained in the Purchase Order communicating the acceptance of this tender either in whole or in part.

Stamp and Signature of Tenderer

Date _____

- Strict compliance with the instructions to tenderers contained in form No. DPS-P-22 is essential

TERMS AND CONDITIONS OF CONTRACT

1 It is expressly agreed that the acceptance of the stores contracted for by the Storekeeper (Receipt and inspection) of Madras Regional Purchase Unit (D.P.S.) is subject to final approval, in writing by the Purchase Officer of the said Establishment whose decision shall be final.

2 If, in the opinion of the Purchase Officer, all or any of the stores supplied are not of the quality specified or required, they may be either rejected or accepted at a price to be fixed by the Purchase Officer and his decision as to rejection and the prices to be fixed by the Purchase Officer and his decision as to rejection and the prices to be fixed shall be final and binding on the contractor.

3 If the whole or any part of the stores to be supplied shall be rejected in accordance with Clause No. 2 above, the Purchase Officer shall be at liberty with or without notice to the contractor to purchase from the open market at the expense of the contractor, stores of the quality contracted for in place of those rejected, provided that the purchase, or if there is an agreement to purchase, then such, agreement is made within six months from the date of rejection of the stores aforesaid.

4 Rejected stores shall remain at destination at contractor's risk and responsibility; if instructions for this disposal are not received within a period of 14 days from the date of receipt of the Advice of Rejection they may, at the discretion of the said Purchase Officer or his representative, be scrapped or sold or be consigned to contractor's address at the contractor's entire risk and expenses, freight both ways being payable by the contractor at Public Tariff Rates.

5 Contractor's bill will not be passed for payment until the stores have been received, inspected, accounted for and accepted by the said Purchase Officer.

6 For a period of twelve months after the acceptance of the stores, if any defects, are discovered therein or any defects therein are found to have developed under proper use, arising from faulty materials, design or workmanship, the contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof, by the Purchase Officer who shall state in writing in what respect the stores or any part thereof are faulty. If it becomes necessary, in the opinion of the Purchaser, to replace or renew any defective stores, such replacement or renewal shall be made by contractor free of all costs to the Purchaser provided notice informing the contractor of the defect is given by the Purchase Officer in this regard within the said period of 14 months from the date of acceptance thereof. The decision of the said Purchase Officer notwithstanding any prior approval or acceptance or

inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of defects requires renewal or replacement, shall be final, conclusive and binding on the contractor.

7 The contractor will 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 loss or damage on arrival at the destination. The packing and marking of packages shall be done by and at the expense of the contractor. The 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 in accordance with the contract.

8. a) The time for and the date of delivery of stores stipulated in the Purchase order shall be deemed to be of the essence of the contract and delivery must be completed not later than the dates specified therein. b) Should the contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the said Purchase Officer shall be entitled at his option either: i) to repurchase 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 stores exactly complying with the particulars are not, in the opinion of the said Purchase Officer, readily procurable such opinion being final) without cancelling the contract in respect of the consignment(s) not yet due for delivery or ii) to cancel the contract or a portion thereof, and if so desired, to repurchase or authorise repurchases of stores not so delivered; or others of similar description (where stores exactly complying with the particulars are not, in the opinion of the said Purchase Officer, readily procurable such opinion being final) at the risk and cost of contractor.

iii) In the event of action being taken under clause 8(b)(i) and clause 8(b)(ii) above, the contractor shall be liable for any loss which the Purchaser may sustain on that account provided that the purchase, or if there is an agreement to repurchase, then such an 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 matter and method of such repurchases shall be in the entire discretion of the said Purchase Officer whose decision shall be final. It shall not be obligation on the part of the said Purchase Officer to serve a notice of such repurchase on the defaulting contractor. This right shall be without prejudice on the right of the Purchaser to recover damages for breach of contract by the contractor.

9. The contract shall be governed by the Laws of India for the time being in force. The courts within the local limits of whose jurisdiction the place from which the purchase order is issued is situated only shall have jurisdiction to deal with and decide any matter arising out of the contract.

10. The contractor shall warrant and shall be deemed to have warranted that all materials supplied against this contract are free and clean of infringement of any copyright or trade mark.

11. The word "stores" wherever appearing in these terms and conditions shall mean that the contractor has agreed to supply under the contract has agreed to supply under the contract as specified in the Purchase Officer, the word 'Purchaser' wherever appearing in these terms and conditions shall mean the President of India; the word 'Contractor' wherever appearing in these terms and conditions shall mean the person, firm or company with whom the order for the supply is placed and the words "Purchase Officer" wherever appearing in these terms and condition of contract shall mean the Purchase Officer of the

Madras Regional Purchase Unit (D.P.S.), the Assistant Purchase Officer of the said establishment or any officer authorised to enter into contracts on behalf of the Purchaser or any officer duly empowered to take executive action, of the Government of India, in the name of the President of India and any reference to the opinion of the 'Purchase Officer' in these terms and conditions of contract shall mean and be constituted as a reference to the opinion of the said Purchase Officer or any of the said Assistant Purchase Officers or of any Officer authorised to enter into contracts on behalf of the Purchaser or of any officer duly empowered to take executive action of the Government of India in the name of the President of India.