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Form No. DPS P-44

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Chennai 600 006

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

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

To

Dear Sirs,

1 The Director, Purchase & Stores, Department of Atomic Energy, invites, on behalf of the President of India, sealed tenders for the supply of stores detailed in the Tender Form (No. DPS-P-44 [A]) and schedule thereto enclosed. The conditions of contract, which generally govern any Contract made are those contained in Form No. DPS-P-11 included in the document entitled "General Conditions of all Contracts and special Conditions of contracts governing supplies of plants and machinery applicable to contracts placed by the Directorate of Purchase & Stores (under Government of India, Department of Atomic Energy) as amended upto date. If you are in a position to quote for the supply in accordance with the requirements stated in the attached Tender Form please submit your quotation in the attached Tender Form and Schedule thereto.

2 Your tender must be submitted online on or before the due date mentioned in our website.

IMPORTANT NOTE:

1. IF THE QUOTED ITEM IS AN IMPORTED ONE PLEASE FURNISH THE NAME AND ADDRESS OF THE MANUFACTURER , COUNTRY OF ORIGIN AND PORT OF ENTRY.

2. YOUR REGISTRATION WITH DPS/NSIC/SSI/DGS&D SHALL BE INDICATED IN YOUR OFFER WITH MONETARY LIMIT AND SEND A COPY OF EACH WITH THE OFFER.

3. SALE IN TRANSIT OR E1 TRANSACTION WILL NOT BE CONSIDERED. WHEREVER, VAT IS CHARGEABLE MORE THAN 4% BEING A CENTRAL GOVT. DEPT. WE ARE ENTITLED TO AVAIL THE TAMILNADU CONCESSIONAL RATE OF VAT @4% AS PER THE GOVT OF TAMILNADU, COMMERCIAL TAXES AND REGISTRATION (B2) DEPT. LETTER NO.24912/B2/2006, DT. 29/12/2006.

CUSTOMS DUTY EXEMPTION CERTIFICATE WILL NOT BE ISSUED FOR RAW MATERIALS / COMPONENTS OR ANY OTHER INTERMEDIARY MATERIALS GOING INTO THE MANUFACTURE OF THE END PRODUCT.

Yours faithfully,

For and on behalf of President of India (Purchaser)

Encl : as above.

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 for Sales / General taxes will be admitted at any stage on any ground whatsoever. When Sales/Central 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 bill itself: a. Certified that the packing charges on which Sales Tax/Central Sales Tax has been charged have not been exempted under the Central Sales or the Sales Tax Act or the RULES MADE THEREUNDER AND THE AMOUNT CHARGED ON ACCOUNT OF Sales Tax on those 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 exemption, 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 further in respect of amount claimed into the bill no claim is pending for refund / or 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 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. Failure to download the Form No.DPS-P-11 by the tenderer and keeping himself abreast of the Purchaser's General terms and conditions of contract shall not be a ground for entertaining any claim from the tenderer that he is not aware of the purchaser's General terms and conditions of contract.

2. Your quotation shall be valid for 90 days from the date of opening of the tender.

3. Preference shall be given to ex-stock delivery free of charges at the place of delivery mentioned in the Purchase Order. If you cannot offer ex-stock delivery, please indicate the earliest guaranteed delivery date by which store will 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 at damages 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. In the event of an alternative offer proposed by you, please give full specification details literatures, etc. which may justify consideration of such alternative offer made by you.

6. 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.

7. Quantities are approximate only and one or more of the items of the stores tendered or a portion of any one or more of the items of such stores may be accepted and you, notwithstanding that your Tender has not been accepted in whole, shall be bound to supply to the purchaser.

8. Test Certificates/Guarantees, if required by the inspector of the purchaser shall be obtained and furnished free of cost along with the supply.
9. You shall submit along with tender the name of your bankers
10. You shall in a separate sheet to be annexed to the tender, furnish in case you are a partnership firm or 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 authorized to enter in to and sign agreements on his behalf including agreements to refute disputes arising under or relating to such agreements to arbitration by a power of attorney signed by the proprietor and authenticated by a Notary Public or a Magistrate.
 - b. In the event of your being partnership firm, by all partners or by a constituted attorney duly authorized 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 executed under your common seal authenticated by Notary Public or a Magistrate.
 - c. In the event of your being limited company under the common seal of the company or by a constituted attorney duly authorized to enter into and sign agreements to refer disputes arising under or relating to such agreements, to arbitration by a power of attorney executed under your common seal authenticated by Notary Public or Magistrate.
 - d. In the event of your being a Hindu Joint Family concern, by the karta of the Joint Family; when the tender is signed by a constituted attorney of sole proprietor of a concern or when the tender is signed on behalf of the firms by a constituted attorney of its partners as provided in sub clause (i) and (ii) 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 (iii) above, then original power of attorney along with resolution (if it is required under its Article of Association) authorizing 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)

Failure on the part of the contractor to comply with the instructions contained in this clause shall render the tender liable for rejection.

11. EXCISE DUTY

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 (whether 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).

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 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 order to you by the Excise Authorities the purchaser would be empowered to deduct a sum equivalent to the amount refunded by the Excise 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.
3. The tenderer is also required to the paying authority the following Certificates:
 - a. Certificate with case bill to the effect that no refund has been obtained in respect of 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 Auditor's 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 **ALONG WITH THE FINAL PAYMENT BILL** 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, the position of such appeals. This Certificate should be signed by the Contractors/Suppliers/Managing Director/Manager/ Accountant.
 - d. **AN UNDERTAKING** to the effect that in case it is detected by the Government at any refund from Excise Authorities was obtained by the Contractor/Suppliers to the paying authority giving details any particulars of the transacting, paying authority will have full authority to recover such amounts from the Contractors/Suppliers outstanding bills against the particular contract or any pending Government contracts and that no dispute on this account would be raised by the supplier.

TENDER FORM

Form No.DPS P.44A

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

From

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

Tender No.
Due Date
Date of Opening

Dear sirs,

1 I/We hereby offer to supply the stores detailed in the schedule hereto at the price given in the said schedule and agree to hold this offer open till _____ I/We shall be bound to supply the stores hereby offered upon issue of purchase order communicating the acceptance thereof on or before the expiry of the last mentioned date. You will be at liberty to accept any one or more of the items of stores tendered for or portion of any or more of the items of such stores and I/We not with standing that the offer in the tender has not been accepted in whole shall be bound to supply to you- such item or 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.

2 I/we have understood the General Conditions of all Contracts and special conditions of contract governing supplies of plant and machinery in the Form No. DPS -P-11, included in the document entitled General Conditions of all Contracts and special conditions of contract governing of plant and machinery applicable to contracts placed by the Directorate of Purchase & Stores (Under Government of India, Department of Atomic Energy) and the instructions to Tenderer annexed to the invitation to tender Form No. DPS-P-44 and have thoroughly examined the specification / drawing and / or pattern quoted or referred to in the Schedule hereto and am/are fully aware of the nature of the stores required any my/our offer is to supply stores strictly in accordance with subject tender to the terms and conditions stipulated in your above Form No. DPS-P-11 and also contained in the Purchase Order Communicating acceptance of this Tender.

*Strict compliance with the instructions to tenderers contained in Form No. DPS-P-44 is essential.

Yours faithfully,

Stamp & Signature of the Tenderer
Date _____