

दूरध्वनी : Telephones : 91-731-2488795/6/7/8	टेन्डर फार्म / TENDER FORM भारत सरकार GOVERNMENT OF INDIA परमाणु ऊर्जा विभाग DEPARTMENT OF ATOMIC ENERGY क्रय और भण्डार निदेशालय DIRECTORATE OF PURCHASE & STORES इन्दौर क्षेत्रीय क्रय ईकाई INDORE REGIONAL PURCHASE UNIT	फार्म सं. डी.पी.एस.पी. 62 Form Number D.P.S.P. 62 Raja Ramanna Centre for Advanced Technology P.O. C.A.T. INDORE-452 013 (M.P.) INDIA
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INVITATION TO TENDER AND TENDER FORM

In reply please quote :
Tender No. DPS /

Last date for receipt of offers

M/s.

upto 16.30 p.m. I.S.T.

For and on behalf of the President of India, the Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India, invites tenders for supply of the undermentioned stores as per the specifications and for the quantity indicated against each. The conditions of contract which will govern the contract -pursuant to tender are as contained in the enclosed form No. DPS P-63. Your offer should be submitted in an envelope superscribed with the tender number and the last date for its receipt in our office. The offer should be signed by the person who has the authority to bind your Company/Firm and should be valid for **Ninety days** from the last date for its receipt in our office. The offer should be submitted by returning one copy of this tender form duly filled in by you so as to reach our office before the last date and the time indicated above. Late offers received after due date and time will not be considered.

Asstt. Purchase Officer
For and on behalf of the President of India (The Purchaser)

Sl. No.	Description of Stores	Quantity	Unit	Unit / Rates		Total Price	
				FOB	C&F(RRCAT)	FOB	C&F(RRCAT)

OFFER

I/We have studied and understood the specifications of the stores and the conditions of the contract contained in form No. DPS P-63 and hereby agree to supply the stores in accordance with the specifications and the terms and conditions of contract stipulated in form No. DPS P-63.

Stamp & Signature of the Tenderer

Delivery Schedule :

* Delete whichever is not applicable.

Date :

भारत सरकार
GOVERNMENT OF INDIA
परमाणु ऊर्जा विभाग
DEPARTMENT OF ATOMIC ENERGY
क्रय और भण्डार निदेशालय
DIRECTORATE OF PURCHASE & STORES
इन्दौर क्षेत्रीय क्रय ईकाई
INDORE REGIONAL PURCHASE UNIT

1. INSTRUCTIONS TO TENDERERS :

- 1.1 PRICE : The price quoted shall be firm. Offers subject to escalation in price are liable to be ignored. The tenderer should indicate both 'FOB' and 'C&F' price of the stores offered.
- 1.2 AGENT : In case a foreign Tenderer is represented by any agent in India, he shall furnish the name and address of the Indian Agent, and the percentage of commission payable for the stores offered. The purchase order will however be placed only with the Principal. The amount of commission, which shall be included in the quoted price, shall be paid by the Purchaser to the Indian Agent directly in Indian Rupees after Customs clearance of the goods in India based on a bill from the Indian Agent. The Commission will be paid to the Indian Agent at the rate of exchange prevailing at the time of payment to the principal.
 - 1.2.1 Invitation to tender addressed to the Indian Agents should be forwarded by them to their Principals requesting them to furnish offer directly. If the offer is submitted by the Indian Agent on behalf of their Principals such an offer should be supported by a letter of authority from their Principals.
- 1.3 ALTERNATIVE OFFERS : If the Tenderer is not in a position to quote for supply as per the Purchaser's specifications, he may furnish an alternative offer with a confirmation that the alternative would also equally serve the purpose bringing out the main features to enable correct appreciation and evaluation.
- 1.4 INSURANCE : Insurance of the stores, wherever necessary, will be arranged by the Purchaser directly with his Underwriters.
- 1.5 LEAFLET / CATALOGUE : Tenderers shall furnish all necessary leaflets/pamphlets etc. in respect of the stores offered by him to enable the Purchaser to evaluate his offer correctly. The offers are liable to be ignored if this condition is not complied with.
- 1.6 COUNTER CONDITION OF SALE : Offer subject to counter condition of sale are liable to be ignored.
- 1.7 MODE OF DESPATCH : Tenderer should indicate the mode of despatch (i.e.Sea/Air-freight/Parcel Post etc.,) depending upon the normal mode of despatch adopted by them for the type of stores offered for consideration of the Purchaser.
- 1.8 ACCESSORIES AND SPARES : In respect of offers for plant/machinery/equipment/instrument, the Tenderer shall furnish separately the itemized prices for essential accessories optional accessories and spares for satisfactory operation of the plant/machinery/equipment/instrument for a period of two years.
- 1.9 COUNTRY OF ORIGIN : Tenderer shall indicate in his offer the country of origin of the stores offered and the name and address of the manufacturers.
- 1.10 OPERATION/INSTRUCTION MANUAL : In respect of plant/machinery/equipment/instrument where Instruction/operation manual is essential to enable the Purchaser to put the plant/machinery/equipment/instrument to proper use, the Contractor shall furnish such instruction/operation manual along with the plant/machinery/equipment/instrument. Tenderer shall indicate separately the cost, if any, payable by the Purchaser for such instruction/operation manual.
- 1.11 RIGHT OF THE PURCHASER : The Purchaser reserves the right to accept or reject the lowest or any other offer in whole or in part without assigning any reason.

2. TERMS AND CONDITIONS OF CONTRACT**2.1 Definitions and Interpretations :**

- (a) 'Purchaser' means the President of India and includes his successors or assigns.
- (b) 'Director, Purchase and Stores' means the Director, Purchase and Stores of the Government of India, Department of Atomic Energy for the time being in the administrative charge of the Directorate of Purchase and Stores and includes Regional Director, Purchase and Stores, Purchase Officer or Assistant Purchase Officer of the said Directorate of Purchase and Stores of Department of Atomic Energy or any other officer authorised for the time being to execute contract relating to the purchase and supplies of stores on behalf of the Purchaser.
- (c) 'Contractor of 'Supplier' means the individual firm or Company with whom or with which the contract/ purchase order for supply of stores is placed and shall include his/its successors, heirs executors, administrators and permitted assignees as the case may be.

P.T.O.

- (d) 'Purchase Order' of 'Contract' means a Letter or any such written communication or *Cable or * Telex(*followed by a written confirmation) conveying acceptance of tenderers' offer together with invitation to tender, offer, advance acceptance of offer if any acceptance of offer general terms and conditions specified in form No. DPS/P/63 and any subsequent amendments/alteration thereto made on the basis of the agreement,
- (e) 'Stores' or 'Supply' of 'Material' or any terms used to indicate the nature of stores to be supplied under the contract, means the goods specified in the contract/Purchase Order.
- (f) 'FOB' means all inclusive cost of the stores for delivery Free on Board the Vessel at the Port of shipment including packing, inland freight, charges towards loading the consignments on to the vessel, documentation charges export duty etc.
- (g) 'C & F' means all inclusive cost of the stores for delivery at the Indian Port of discharge(excepting transit insurance), i.e. cost of goods, Packing documentation charges, inland freight pre-paid ocean/air-freight charges.
- 2.2 DELIVERY/SHIPMENT : The time for and date of delivery of the stores stipulated in the purchase order/contract shall be of the essence of the contract and the contractor shall complete the delivery/shipment within the date/dates specified therein.
- 2.3 PURCHASERS REMEDY : If the contractor fails to deliver the contracted quantity of stores of any portion or instalment thereof within the period fixed for such delivery or at any time before expiry of such period repudiates the contract, the Director, Purchase & Stores may, without prejudice to the right of the Purchaser,
- (i) purchase or authorise the purchase elsewhere, with due notice to the contractor, on the account and at the risk of the contractor of the stores not so delivered or others of a similar, description (where stores exactly complying with the contract specifications are not in the opinion of the Director, Purchase and Stores, which opinion shall be final, readily procurable) without cancelling the contract in respect of the portion/instalment not yet due for delivery OR
- (ii) cancel the contract or portion thereof and if he so desires purchase or authorise purchase of the stores not so delivered or others of a similar description(where stores exactly complying with the contract specifications are not in the opinion of the Director, Purchase & Stores, which opinion shall be final, readily procurable) at risk and cost of the contractor. If the contractor had defaulted in the performance of the original contract the Purchaser shall have the right to ignore his offer in response to risk purchase enquiry even though the lowest.
- In the event of action being taken as per sub-clause(i) or (ii) of clause 2.3 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 purchase, then such an agreement is made, within six months from the date of such failure.The contractors shall not, however, be entitled to any gain on such Purchase made on account of his default,
- 2.4 ADVANCE INTIMATION OF DESPATCH : The contractor shall give to the consignee advance intimation by cable/telex about the shipment of the stores covered under the contract, with view to enable him to arrange expeditious clearance of the goods on their arrival in India.
- 2.5 CLAIMS :If the Purchaser incurs any extra expenditure by way of penalty payable to the Port Trust authorities in India or any other such expenditure due to delay in receipt of shipping documents necessary for the clearance of the stores the contractor shall make good such extra expenditure incurred by the purchaser.
- 2.6 PATENT RIGHT : The contractor shall indemnify and keep indemnified the Purchaser from and against any and all claims, actions, costs charges arising from or for infringement of any patent right, copy right or other protected right in any design, plans, diagrams etc. in respect of the stores supplied by him under the contract.
- 2.7 PACKING : The contractor shall be responsible for the plant/machinery/equipment/instrument/stores being sufficiently and properly packed for shipment by sea/air/post parcel as the case may be, so as to ensure their being free from any loss of damage or deteriorations on arrival at the destination in India. If the Purchaser sustains any loss on account of the stores being not packed properly due to the negligence on the part of the contractor or his employees, agents of subcontractor, shall make good such losses sustained by Purchaser.
- 2.8 EXPORT LICENCE : The successful Tenderer shall be responsible for obtaining all necessary permits and licences etc. for the goods from the authorities in the concerned country.
- 2.9 WARRANTY : The stores supplied under the contract shall be guaranteed for their quality, workmanship and trouble-free operation for a period of twelve months from the date of their receipt by the consignee in India and in the event of any defects/deficiencies being noticed during the warranty period the contractor shall upon notification of such defects set right the defects/deficiencies within a reasonable time free of cost to the purchaser (including freight charges). If however, the defects/deficiencies are such that they cannot be rectified the contractor shall replace the defective stores with stores conforming to the contract specification free of cost to the Purchaser on C & F basis and for this purpose the Purchaser may allow such a reasonable time as he considers necessary.
- 2.10 PAYMENT : Payment in full (excluding the amount of agency commission included in the price payable directly by the Purchaser to the Indian Agents in Indian Rupees) shall be made immediately on presentation to purchaser's bank in India of the documents such as negotiable Bill of Lading or Airway Bill as the case may be invoice for shipment, packing list and the country of origin certificate.

- NOTES : 1. IN CASE YOU ARE UNABLE TO QUOTE, PLEASE FORWARD "NO BID" CONFIRMING THAT THE TENDER ENQUIRY RECEIVED BY YOU.
2. TENDER SUBMITTED BY FAX / EMAIL WILL NOT BE CONSIDERED AT ALL.