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

TWO-PART TENDER

INVITATION TO TENDER

Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India, for and on behalf of President of India, invites online tenders in Two Parts for execution of contract in accordance with the purchaser's tender specifications. The invitation to tender, tendering conditions, general conditions of contract, special conditions of contract and additional conditions of contract, if any, which will govern the contract pursuant to the tender are attached.

Bidders interested to submit bid are requested to go through the contents of the NIT and ensure that the bid is submitted online on or before the due date and time indicated in NIT and as per technical specifications and terms and conditions indicated herein and upload digitally signed or ink signed undertaking of Form Nos. e_DPS-P-103A and e_DPS-P-103B appended herewith.

Offline bids including hard copy in any form will not be accepted.

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

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DEFINITIONS AND INTERPRETATION

In the invitation to tender, tendering condition, contract, general conditions of contract and special conditions of contract, unless the context otherwise require the following interpretation shall be valid.

1.1 "BID" shall mean the quotation in response to the NIT submitted with EMD, if applicable and within the period mentioned in the NIT.

1.2 "BIDDER" means an individual, a firm, a limited liability partnership, a company whether incorporated or not, an association of person or joint venture who has submitted a bid to execute the contract and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case may be.

1.3 "CONSIGNEE" shall mean the authorized representative or officer of the purchaser at the site to whom the stores are required to be delivered in the manner indicated in the contract.

1.4 "CONTRACTOR" means a successful bidder with whom a contract agreement has been entered to by the purchaser and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case maybe.

1.5 "CONTRACT" or "PURCHASE ORDER" means and comprises of a letter or e- mail or ink signed or digitally signed document issued/sent by the purchaser conveying acceptance of bidder's/contractor's bid submitted in response to the NIT within the validity of the bid and any subsequent amendments/alterations thereto made on the basis of mutual agreement.

1.6 "DELIVERY DATE" means date of completion of contract excluding warranty period and its obligations as stipulated in the contract.

1.7 "DIRECTOR, DIRECTORATE OF PURCHASE AND STORES" means the Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India, for the time being in the administrative charge of the Directorate of Purchase and Stores and includes Ex-officio Director, Regional Director, Joint Director, Deputy Director, Purchase Officer or Assistant Purchase Officer of the said Directorate of Purchase and Stores or any other officer authorized in writing to execute the contract on behalf of the purchaser.

1.8 "EARNEST MONEY DEPOSIT (EMD)" means the deposit made in the form and manner specified in the NIT by the participating bidder towards bid security.

1.9 "HINDRANCE" means an event resulting in stoppage or delay of work because of the purchaser as recorded by the contractor and authenticated by the purchaser.

1.10 "INSPECTOR" or "QUALITY SURVEYOR" means any engineer/officer nominated and deputed by the purchaser or their appointed consultants or quality surveillance agency or any other person authorized by the purchaser from time to time to act as his representative for the purpose of inspection of stores under the contract.

1.11 "Notice Inviting Tender (NIT)" means invitation to tender, tendering condition, general conditions of contract, special conditions of contract, additional conditions of contract, if any and any other document mentioned thereto.

1.12 "PARTIES" mean the parties to the contract, i.e., the contractor and the purchaser named in the contract.

1.13 "PERFORMANCE SECURITY BANK GUARANTEE (PSDBG)" means the deposit made in the form and manner specified in this document by the contractor towards

satisfactory performance of the contract till completion of the warranty period.

1.14 "PURCHASER" means Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India, acting on behalf of the President of India for the time being the administrative in-charge of the Directorate of Purchase and Stores or any other authorized officer and includes his successor or assignees.

1.15 "STORES" or "PLANT" means the materials, goods, machinery, plants, equipment or parts thereof specified in the contract which the contractor has agreed under the contract.

1.16 "SUB-CONTRACTOR" means any contractor engaged by the contractor with the prior approval of the purchaser in relation to the contract.

TWO PART TENDER

SECTION – A

Invitation to Tender and Tendering Conditions

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1. INVITATION TO TENDER

1.1 Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India for and on behalf of the President of India, invites bids for execution of contract in accordance with the purchaser's technical specifications. The conditions of contract which will govern the contract pursuant to this tender are available in the NIT. Bidders who are in a position to be submitted online in Two Parts in English language as under:

1.2 PART-I (TECHNO-COMMERCIAL): This part of the bid shall include/contain all technical details, technical specifications, drawings submit their bid for the same as per the conditions stipulated in the NIT are requested to submit their bid in a manner and method specified in the NIT.

2 EMD

2.1 EMD where called for will have to be submitted by the participating bidder in the form and manner specified in the NIT so as to reach the purchaser at the address mentioned in the NIT on or before the due date and time mentioned in the NIT.

2.2 Non receipt of EMD as per Clause no. 2.1 above, will result in rejection of bid without any reference to the bidder, except in cases given under Clause no. 2.3 below.

2.3 The following categories of bidders are exempted from submission of EMD:

2.3.1 Bidders having valid registration with Directorate of Purchase and Stores, Department of Atomic Energy;

2.3.2 Micro and Small Enterprises having valid Udyam registration with MSME or NSIC certificate under single point registration and startups recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are eligible for exemption according to government policies, provided the goods are produced & the services are rendered by them and not for any trading activities undertaken by them.

2.3.3 Where any aggregators have been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

2.4 Forfeiture of EMD

2.4.1 EMD shall be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity of his bid.

2.4.2 If the successful bidder fails to furnish the required Security Deposit, the EMD furnished shall be forfeited.

2.5 REFUND OF EMD

2.5.1 EMD of unsuccessful bidders will be returned within thirty days after finalization of the tender or after expiry of validity of their bid, whichever is later.

2.5.2 EMD of successful bidders will be returned within thirty days of submission of security deposit as called for in the contract.

3. MANNER AND METHOD FOR SUBMISSION OF BIDS

3.1 All bids in response to this invitation to tender shall, literature, reference to earlier supplies of similar stores along with quantity, time required for submission and approval of drawings, manufacturing and delivery period, inspection/testing procedure, itemized list of spares and quantity recommended by the bidder for

purchase, term of price, mode and payment terms, mode of despatch, excluding any price details thereof. The bidder shall note that this part of the bid is purely techno-commercial.

3.2 The bidder shall not mention the price of the stores or the financial bid in the uploaded document as Part-I of the bid. If Bidder includes prices of the stores or the financial bid in Part-I (Techno-Commercial) of the bid, such bids will be rejected without any notice to the bidder.

3.3 Part-II (Price) of the bid shall be submitted strictly online in accordance with the format provided by the Purchaser.

3.4 The bidder shall indicate lump sum cost of essential accessories and spares in the price bid format, wherever applicable, to make their bid complete in all respect as per purchaser's technical specifications in Part-II of bid. The price break-up of stores/main equipment, list of accessories and spares with quantity and unit price, if any, should be uploaded as a separate document in Part-II (Price) of the bid.

3.5 If bidder indicates any changes of any nature of the Techno-Commercial bid or upload any technical document indicating changes of any manner/nature of Techno-Commercial bid in Part-II of the bid; such bids will be rejected without any notice to the bidder.

3.6 The bidder will co-relate the prices of stores in Part-II of the bid with the description of the stores indicated in Part-I (Techno-Commercial) of the bid in order to enable the purchaser to identify the prices with the corresponding stores in Part-I (Techno-Commercial) of the bid.

3.7 Both Part-I (Techno-Commercial) and Part-II (Price) of the bid should be submitted together online on or before the time and date specified for its submission in the NIT.

4 PRICE

4.1 The prices quoted must be FIRM during the currency of the contract.

5 PAYMENT TERMS

5.1 Standard payment terms for supplies made against this tender will be as indicated in Form no. DPS-P-100.

5.2 Bids having payment terms other than the one mentioned in the NIT will be rejected without any notice to the bidder.

6 CONDITIONAL DISCOUNT

6.1 In case the bidder offers any conditional discount with regard to acceptance of the bid within a specific period or specific payment terms, delivery date, quantity, etc., the purchaser will not take into consideration such conditional discount while evaluating the bid.

7 VALIDITY OF BIDS

7.1 Bids shall be kept valid for acceptance for a period as mentioned in the NIT. Bids with shorter validity period shall be rejected without any notice to the bidder.

8 ONE BID PER BIDDER

8.1 Each bidder shall submit only one bid for a tender. All bids of the bidder who submits more than one bid for the same tender; will be rejected without any notice to the bidder.

8.2 If a bidder submits bid on behalf of two principals or if the bidder and his sister

concern participates in the same tender or such instances where participation of any bidder leads to conflict of interest, the bid will be rejected without any notice to the bidder.

9 QUALIFYING REQUIREMENTS

9.1 The bidder is required to upload all supporting documents/information on the e- tender portal necessary for establishing their qualification as mentioned in the NIT.

10 PRE-BID MEETING

10.1 A pre-bid meeting for providing clarifications to the bidder will be held on-line unless otherwise specified, on the date and time mentioned in the NIT. Bidders participating in this tender and who have enrolled in our e-tender portal (https://etenders.dpsdae.gov.in) can login and participate in the pre-bid meeting. Bidders are requested to send their queries both Technical and Commercial in advance to the e-mail addresses provided; within the due date and time prescribed for the submission of queries. Queries/clarification/information sought in any other manner shall be ignored. In addition to pre-bid conversation history, any additional information as may be felt necessary by the purchaser will be uploaded on the e-tender portal against the particular Tender ID under tab 'Pre-Bid'. Any modification to the tender, which may become necessary as a result of the pre-bid meeting, will be uploaded on the e-tender portal against the particular Tender ID. Bidders are requested to update themselves by visiting e-tender portal (https://etenders.dpsdae.gov.in) frequently. It may be noted that no queries will be entertained after the date and time for submission of queries. Therefore, bidders in their own interest should participate in the pre-bid meeting to understand the tendered requirements.

11 OPENING OF BID

11.1 Unless otherwise preponed or postponed, bids will be opened online in two stages on the date and time indicated in the NIT.

11.2 Part-I (Techno-Commercial) of the bid will be opened at the first stage on the due date and time indicated for opening in this NIT.

11.3 All the bidders who have submitted bids within the due date and time specified for its submission can view the list of bidders who have participated in the tender online after opening of the tender.

11.4 After completion of the evaluation of the Part-I (Techno-Commercial) of the bid, the due date and time for opening of Part-II (Price) of the bid shall be intimated to the bidders whose bids are found technically acceptable to the purchaser. The due date and time will also be displayed on the e-tender portal.

11.5 Part-II (Price) of the bid can be viewed online only by those bidders whose Part-I of the bid is found to be technically acceptable to the Purchaser and intimation thereof has been given by the Purchaser.

12 DECLARATION OF HOLIDAY

12.1 If the date(s) specified for opening of the bid is/are declared as holidays by Director, Directorate of Purchase and Stores due to any administrative reasons, then the due date(s) for receipt/opening of bid will get postponed to the next working day.

13 EVALUATION OF BIDS

13.1 TECHNICAL CLARIFICATIONS

a. During the evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered/ speed post/ courier/ email, asking the bidder to respond by a specified date, mentioning therein that if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such bids are to be ignored or will not be considered further. No change in prices or substance of the bid, which may grant any undue advantage to such bidder, shall be sought, offered, or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.
b. The Procuring Entity reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents that pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

(Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the bidder has not provided them, these documents may be asked for with a target date as above). As far as the submission of documents is concerned regarding qualification criteria, after submission of the bid, only related shortfall documents may be asked for consideration. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for to qualify the bidder.

13.2 Evaluation of bids shall be based on technical specification attached with tender and on the basis of total landed cost considering taxes/duties as applicable without any concession/exemption.

13.3 DETERMINATION OF TOTAL LANDED COST FOR COMPARISON (AIR/SEA SHIPMENTS)

13.3.1 The following will be the loading for air/sea freight

13.3.1.1 FCA/FOB price + air/sea freight @10% of FCA/FOB price = CFR price

13.3.1.2 CFR price + insurance @ 1% of CFR price= CIF price

13.3.1.3 CIF price + taxes & duties as applicable =DDP

13.3.1.4 [DDP + clearing charges @ 1% of CIF price + inland freight @ 1% of CIF price] x exchange rate = total landed cost in INR

Exchange rate means Purchase price of the quoted currency as intimated by State Bank of India and as applicable on the date of opening of bid.

13.4 CAPACITY AND FINANCIAL CAPABILITY

13.4.1 In case it is found that the bidder does not possess the requisite infrastructure, capacity, capability and their financial capability satisfactory or not meeting the qualification criteria indicated in the NIT or not complied with warranty obligations; such bids are liable to be rejected by the purchaser during evaluation of bid.

13.5 PAST PERFORMANCE

13.5.1 In case the past performance of the bidder is not found to be satisfactory with regard to quality, delivery date, warranty obligation and compliance of terms and conditions of the contract, their bid is liable to be rejected by the purchaser during evaluation of bid.

13.6 POST SUPPLY INSPECTION

13.6.1 The bidder should clearly mention requirement of post supply inspection in the bid. The purchaser reserves the right to deny access to the contractor or its representative or any third party to the Stores supplied by the contractor after its supply. Bids which are not complying with this post supply inspection requirement are liable to be rejected by the purchaser during evaluation of bid.

14 QUANTITY

14.1 Quantities mentioned in the NIT are approximate. 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 by the purchaser. A bidder 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.

15 INSTALLATION/ ERECTION AND COMMISSIONING

15.1 Wherever, the purchaser's NIT includes installation and commissioning or supervision of installation and commissioning or erection and commissioning of the stores by the bidder, the bidder must clearly and separately quote the prices for the supply of the Stores and the charges for installation and commissioning or its supervision or erection and commissioning, as the case may be.

15.2 The bidder should not include charges towards installation and commissioning or its supervision or erection and commissioning in the price of the stores offered. In case of failure to quote separately, purchaser will deduct taxes as applicable on full contract value.

15.3 In respect of contracts involving installation and commissioning or its supervision or erection and commissioning by the contractor where identifiable charges for the same have been quoted, the contractor shall bear the tax liability as per the rates prevailing at the time of undertaking the job in accordance with the relevant Act/Laws in force in India.

15.4 When the scope of the contract includes installation and commissioning, it shall be the sole responsibility of the contractor to undertake the installation and commissioning as and when called for, by the purchaser.

16 TEST CERTIFICATE

16.1 Wherever the tests and test certificates are required by the purchaser, test shall be conducted and test certificate shall be furnished by the contractor as per the requirement of technical specification.

17 OPERATION/ INSTRUCTION MANUAL:

17.1 In respect of stores where instruction/operation manual is essential to enable the purchaser to put the stores into proper use, the contractor shall furnish such instruction/operation manual in English language along with the stores free of cost.

18 LEAFLET/ CATALOGUE:

18.1 Bidder shall upload all necessary catalogues/drawings technical literature data sheet as are considered essential for full and correct evaluation of their technical bid. The bids are liable to be ignored if this condition is not complied with.

19 ACCEPTANCE OF BID

19.1 The purchaser shall be under no obligation to accept the lowest or any other bid and shall be entitled to accept or reject any bid in part or full without assigning any reasons whatsoever.

19.2 The purchaser also reserves the right to reject the bid, which is not in conformity with the conditions contained in this document or the instructions to bidders attached in NIT, if any including non-acceptance of submission of securities as called for in the NIT.

Clauses 20.0 to 24.0 are applicable only for bids quoted in INDIAN RUPEES.

20 STATUTORY LEVIES SUCH AS GOODS AND SERVICE TAX

20.1 Statutory levies at rate applicable for the purchaser within original delivery date will be admitted by the purchaser.

20.2 GOODS AND SERVICE TAX

20.2.1 The purchaser is entitled for GST at the concessional rate as per notifications issued by the Government, as amended from time to time, in respect of purchases made for certain stores.

20.3 Decision to avail concession/exemption, in each case will be at the sole discretion of the purchaser. Wherever concession/exemption is mentioned in the contract, purchaser will provide the relevant certificate to the contractor. It would be the responsibility of the contractor to obtain the same from the purchaser before effecting the delivery of stores failing which the excess tax paid by the contractor shall not be reimbursed by the purchaser.

21 CUSTOMS DUTY

21.1 In case an Indian bidder submits a bid for supply of outrightly imported stores in Indian Rupees, they should quote price for free and safe delivery of stores at destination. The name of their foreign contractor and country of origin shall also be indicated. However, purchaser will neither provide any certificate for availing concession/exemption from payment of customs duty nor will reimburse the same.

21.2 Bids on High Sea sales basis will not be considered.

22 FLUCTUATION IN THE STATUTORY LEVIES

22.1 Unless otherwise specifically agreed to in terms of the contract, the purchaser shall not be liable for any claim on account of fresh imposition and /or increase in statutory levies on raw materials and/or components used directly in the manufacture of the contracted stores, taking place during the pendency of the contract. However, any reduction in statutory levies on these raw materials and/or components must be passed on to the purchaser.

23 AUTHENTICATION

23.1 The person digitally signing and uploading the bid or any other document in respect of the tender on behalf of the bidder shall be deemed to warrant that he has the authority to do so and the action will be binding on the bidder. The bidder shall indemnify the purchaser from any consequences arising thereof.

23.2 Overseas bidder should also refer Clause No. 47.1 of this Section for details on obtaining digital signature certificate valid in India.

23.3 If, on enquiry or later on, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the bidder and signatory liable jointly and severally for all costs and damages.

24 DELIVERY OF STORES FOR CONTRACT IN INDIAN CURRENCY

24.1 Bidder should note that the bid is liable for rejection by the purchaser unless the bidder offers to complete the contract within the delivery date specified by the purchaser. The prices quoted by the bidder should include all charges involved for direct and safe delivery of the stores to the place of delivery indicated by the purchaser. Purchaser will neither undertake responsibility for transit insurance nor pay for it separately. No other delivery term than stated in the NIT will be accepted by the purchaser.

24.2 The stores shall neither be despatched under ‘purchaser’s risk’ nor consigned to ‘self’, but only to the consignee indicated in the contract. Non-adherence to this condition shall make the contractor liable to bear all consequential penalties/expenses such as demurrage, wharfage, etc. which the purchaser may incur.

24.3 The consignee will, as soon as possible, but not later than thirty days from the date of arrival of stores at destination notify the contractor of any loss or damage to the stores that may have occurred during transit to enable the contractor to repair/rectify the defects/damages or replace the stores as is appropriate, free of all charges. In case it is desired by the contractor for returning of the stores to them, all expenses towards transportation, etc. will be borne by the contractor and the contractor will also furnish bank guarantee as per format in Annexure for the payment already made by the purchaser to the contractor on this account, if any.

25. DOCUMENTS TO BE UPLOADED BY INDIAN BIDDER

25.1 Indian bidders are required to upload a copy of the PAN card/letter and copy of the factory registration/licence or shop establishment certificate/GSTIN etc. as applicable with the bid.

26. PURCHASE/ PRICE PREFERENCE

26.1 Purchase/price preference to industries will be given as per the policy of the Government of India in force at the time of opening of bids provided their bid is in compliance with the conditions of the policy.

26.2. PURCHASE PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSE's):

26.2.1. Benefits, as prescribed by the Procurement Policy for Micro and Small Enterprises, as being revised from time to time by Government of India shall be provided to MSE vendors registered as manufacturers for the goods procured or for the service providers for services to this Department.

26.3. MAKE IN INDIA:

26.3.1. In procurement of all goods or services in respect of which the Nodal Ministry/ Department has communicated that there are sufficient local capacity and local competition, only 'Class-I local supplier' as defined under the Public Procurement (Preference to Make in India order 2017, revised order dtd. 16/09/2020, further revised order dtd. 19/07/2024, or as being revised from time to time by Ministry of Commerce & Industry, Government of India shall be eligible to bid, irrespective of purchase value. As defined under the Public Procurement (Preference to Make in India), order 2017, as amended and issued dated 19.07.2024 or as being revised from time to time, only Class-I Local supplier shall be eligible to bid irrespective of procurement value in procurement of all goods or services to which the Nodal Ministry/ Department has notified that there is sufficient local capacity and local competition.

26.3.2. Only "Class-I local supplier" and "Class-II local supplier', as defined under the above said order, shall be eligible to bid in procurements under taken by this Directorate, except where the mode of procurement is by issue of Global Tender Enquiry. The bidding supplier shall indicate the percentage of local content for the item being offered in their bid.

26.3.3. Where the procurement is by issue of Global Tender enquiry, Non local suppliers, shall also be eligible to bid along with "Class-I local suppliers and Class-II local suppliers". Suppliers/bidders offering imported products will fall under the category of Non-local suppliers.

26.3.4. Subject to the provisions of the above said order, and to any specific instructions issued by the Nodal Ministry or in pursuance of the said order, purchase preference shall be given to "Class-I local Suppliers" in procurements under taken by this Directorate, in the manner specified there in the order. Wherever the local content as notified by the Nodal Ministry/ Department for the procurement being made is specified, the vendors shall indicate the local content to avail the purchase preference.

26.3.5 The bidders along with their bid/ tender shall be required to provide a declaration certificate indicating the percentage of local content as per Annexure XI attached along with the NIT, that the item offered meets the local content requirement for 'Class-I local supplier/ Class-II local supplier' as the case maybe. In cases of procurement for a value in excess of Rs.10 crores, the "Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the detailed percentage of local content.

26.3.6 Self-declaration certificate should quantify the percentage of local content of the offered product only. It should also indicate the details of location(s), at which the local value addition is made. However, claiming the services such as transportation, insurance, installation & commissioning, training and after sale service support like AMC/CMC etc., shall not be considered as local content as per OM N.P-45021/102/2019-BE-II-Part(1)(E-50310) dated: 04/03/2021 and 19/07/2024 issued by Ministry of Commerce and Industry, DPIIT.

'Explanatory notes for calculation of local content' as enumerated under 2 (a) to (e) of 'The Public Procurement (Preference to Make in India), order 2017, revised order dated 19/07/2024 (or as revised from time to time) shall be applicable for calculation of local content in this Directorate.

26.3.7. False declarations/violation of this order terms shall be deemed to be breach of code of integrity resulting in debarment of the firm for a period up to 2 years. Under such circumstances, the supplier shall not be considered for any preferences as proposed in the order.

26.3.8.Wherever the bids are received without accompanying the above said requisite certificate such offers shall be treated as incomplete and not considered.

26.3.9. Bidders/contractors are divided into three categories based on Local Content (The total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent):

26.3.9.1.Class-I local supplier is with local content equal to or more than as prescribed by the Nodal Ministry/ NIT, if prescribed, for the item being procured or 50% whichever is higher.

26.3.9.2. Class-II Local supplier is with local content more than as prescribed by the Nodal Ministry/NIT, if prescribed, for the item being procured or 20% whichever is higher, but less than that applicable for class-I local supplier.

26.3.9.3. Non-local supplier is with local content less than that applicable to class-II local supplier, as stated above.

Note: Where the estimated value of the procurement is less than Rs.5 Lakhs (or as being amended by the competent authority from time to time) is exempted from the provisions of the above Make in India policy as stated therein the order.

26.4. GLOBAL TENDER:

The currency of the price quoted in the bid can be in foreign currencies, in addition to the Indian rupees, except for expenditure incurred in India (Including incidental services rendered in India and agency commission, if any) which should be stated in Indian Rupees.

26.5. ELIGIBILITY OF BIDDERS FROM SPECIFIED COUNTRIES:

26.5.1. Orders issued by the Government of India restricting procurement from bidders of certain countries which shares a land border with India shall apply to this procurement.

26.5.2. Any bidder from a country which shares a land border with India (https://mea.gov.in/india-and-neighnours.htm), excluding countries as listed in the website of Ministry of External Affairs (https://meadashbaord.gov.in/indicators/92), to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called "Restricted countries') shall be eligible to bid in this tender only if the bidder is registered (https://dipp.gov.in/sites/default/files/Revised-Application-Format-for- Registration-of-Bidders-15Oct2020.pdf) with the Registration committee constituted by the Department for promotion of Industry and Internal Trade(DPIIT) . The bidders shall enclose valid registration certificate along with their offer. Wherever the bids are received without accompanying the above said requisite certificate such offers shall be treated as incomplete and not considered.

Furthermore, every bidder participating against this Department tender shall invariably enclose along with the Bid, a self-declared undertaking "Annexure to Bid Form: Eligibility Declarations" (Annexure-XII), failing which Bid will be rejected.

27. FREE ISSUE MATERIAL (FIM): (This clause shall apply only to contract for supply of fabricated stores with purchaser's FIM)

27.1 Wherever the contract envisage supply of FIM by the purchaser to the Indian contractor for fabrication of the stores, such FIM shall be safeguarded by a Bank Guarantee as per format in Annexure or insurance policy to be provided by the Indian contractor at his own cost for the full value of FIM and the insurance policy or Bank Guarantee shall cover, the following risks specifically and shall be valid for six months beyond the delivery date.

27.2 RISKS TO BE COVERED: Any loss or damage to the FIM due to fire, theft, riot, burglary, strike, civil commotion, terrorist act, natural calamities, etc. and any loss or damage arising out of any other causes such as other objects falling on FIM while in his possession including transit period.

Insured by:	(Name of the contractor)
Beneficiary:	Director, Directorate of Purchase and Stores Department of Atomic Energy On behalf of The President of India
Amount for which insurance Policy/Bank Guarantee has to be furnished	The amount will be indicated in the respective contract.

27.3 Notwithstanding the insurance cover taken out by the Indian contractor as above, the contractor shall indemnify the purchaser and keep the purchaser indemnified to the extent of the value of FIM to be issued till such time the entire contract is executed and proper account for the FIM is rendered and the left over/surplus and scrap items are returned to the purchaser. The contractor shall not utilize the FIM for any job other than the one contracted out in this case and also not indulge in any act, commission or omission or negligence which may cause/result in any loss/damage to the purchaser and in which case, the contractor shall be liable to pay full compensation to the purchaser to the extent of damage/loss as assessed by the purchaser. The decision of the purchaser will be final and accepted by the contractor. The contractor shall be responsible for the safety of the FIM after these are received by him and all through the period during which the materials remain in his possession/control/custody. The FIM on receipt at the contractor's works shall be inspected by him for ensuring safe and correct receipt of FIM. The contractor shall report the discrepancies, if any, to the purchaser immediately but not later than five working days from the date of receipt of FIM. The contractor shall take all necessary precautions against any loss, deterioration, damage or destruction of the FIM from whatever cause arising whilst the said FIM remain in his possession/custody or control. The FIM shall be inspected periodically at regular intervals by the contractor for ensuring safe preservation and storage and maintain inspection report. The contractor shall also not mix up the FIM in question with any other goods and shall render true and proper account of the FIM actually used and return balance/remaining/unused FIM on hand and scrap within the delivery date. If it is not possible to return balance remaining unused FIM on hand and scrap within the delivery date, the contractor hereby authorizes the purchaser to deduct the difference between the cost of FIM supplied and the cost of FIM actually used from the amount

payable to the contractor. The contractor shall also indemnify the purchaser to compensate the difference in cost between the actual replacement cost of FIM lost/damaged and the claim settled in favour of the purchaser by the insurance company. The decision of the purchaser, as to whether the contractor has caused any loss, destruction, damage or deterioration of FIM while in his possession, custody or control from whatever cause arising and also on the quantum of damage suffered by the purchaser, shall be final and binding upon the contractor.

27.4 Wherever the contract envisage supply of FIM by the purchaser to the foreign contractor for fabrication of the stores, such FIM shall be safeguarded by a Bank Guarantee to be provided by the contractor at his own cost for the full value of FIM and the Bank Guarantee shall cover, the risks mentioned in Clause 27.2 and 27.3 above and shall be valid for six months beyond the delivery date.

27.5 FIM will be issued to the contractor only after receipt of the insurance policy/Bank Guarantee from the contractor. The contractor shall arrange collection of the FIM from the purchaser's premises and safe transportation of the same to his premises at his risk and cost.

28. BIDS FROM INDIAN AGENTS ON BEHALF OF FOREIGN CONTRACTOR

28.1 The agent should be enlisted with Directorate of Purchase and Stores, Department of Atomic Energy.

28.2 Indian agents are allowed to quote on behalf of only one foreign contractor against this tender.

28.3 In case the bid is submitted by an Indian bidder or Indian agent on behalf of their foreign contractor, following documents is required to be uploaded with the bid, failing which, bid is liable to be rejected without further notice to the bidder.

28.3.1 Copy of the agency agreement between the principal and the Indian agent showing the percentage or the quantum of agency commission payable and included in the price quoted and a valid letter of authority from the principal authorizing the Indian agent to submit the bid on their behalf should be uploaded with the bid. The agency agreement shall be valid on the date of opening of bid and shall remain valid throughout the currency of contract.

28.3.2 The type and nature of after sales services to be rendered by the Indian agent.

28.3.3 The enlistment certificate issued by Directorate of Purchase and Stores.

29. RESTRICTED INFORMATION CATEGORIES UNDER SECTION 18 OF ATOMIC ENERGY ACT, 1962 AND OFFICIAL SECRETS UNDER SECTION 5 OF THE OFFICIAL SECRETS ACT, 1923

29.1 Any contravention of the above-mentioned provisions by the bidder or contractor or its sub-contractor, consultant, adviser or its employees will invite penal consequences under the aforesaid legislations as amended from time to time.

30. PROHIBITION AGAINST USE OF THE NAME OF ANY INSTITUTION OF DEPARTMENT OF ATOMIC ENERGY WITHOUT PERMISSION FOR PUBLICITY PURPOSES

30.1 The bidder or contractor or its sub-contractor, consultant, adviser or its employees or any one claiming on behalf of them shall not use the name of any Institution of Department of Atomic Energy for any publicity purpose through any public media like Press, Radio, T.V. or Internet without the prior written approval of the purchaser.

31. CONFIDENTIALITY

31.1 The drawings, specifications, prototypes, samples or any other correspondence/ details/information provided by the purchaser relating to the tender or the contract shall be kept confidential by the bidder or contractor as the case may be, and should not be disclosed or passed on to any other person/firm without prior written consent of the purchaser. This clause shall also apply to anyone claiming through bidder or contractor, i.e., the sub-contractors, consultants, advisers of the contractor and its employees, etc.

32. CANVASSING

32.1 Canvassing in any form with regard to this tender will lead to rejection of the bid

33. EXPORT LICENCE/ EXPORT PERMISSION

33.1 It is entirely the responsibility of the bidder or contractor to obtain export permission/licence/authorization for stores of foreign origin as required from the respective Government before arranging shipment.

33.2 The contractor shall reimburse all cost to the purchaser towards establishment of letter of credit or similar payment instruments in case of failure to obtain export licence/export permission, if applicable or failure to execute the contract.

33.3 The contractor shall indemnify the purchaser against any consequences in respect of any end-use declaration they/their overseas principals may furnish to the government/government agencies of the country of origin of the Stores, while seeking export permission/licence. It is, therefore, necessary that the contractor offering stores from foreign countries shall have thorough knowledge of export contract regulations prevalent in those countries.

33.4 Post supply inspection by the contractor or his representative or any third party at purchaser's site, contrary to the terms and conditions of purchaser's contract shall not be permitted.

34. END USE CERTIFICATE

34.1 Whenever an End Use Certificate is desired by the bidder, the same shall be clearly mentioned in the bid and the purchaser shall provide an End Use Certificate as per the format given below. The purchaser will not provide any other document/declaration in this regard.

END USE STATEMENT

"We hereby certify that the item/s i.e ..... being procured from M/s…… against our Purchase Order No. DPS/……...…… dated …… will be used for…….

We also certify that the item/s will not be used in designing, developing, fabricating or testing of any chemical, biological, nuclear, or weapons of mass destruction or activities related to it.

It is further certified that we will not re-export the Item/s prior to obtaining permission from the concerned authorities as may be required".

Director, Directorate of Purchase and Stores

35. COMPLIANCE WITH THE SECURITY REQUIREMENTS OF THE PURCHASER

35.1 The contractor shall strictly comply with the security rules and regulations of the purchaser in force and shall complete the required formalities including verification from police and any other authority and obtain necessary prior permission for entry into the purchaser's premises, wherever authorized by the purchaser.

36. COUNTRY OF ORIGIN

36.1 Wherever the tenders are for imported stores, the country of origin of the stores must be clearly specified in the bid.

37. TERMS AND CONDITIONS OF THE CONTRACT

37.1 It must be clearly understood that any contract concluded pursuant to this NIT shall be governed by the General, Special and Additional Conditions of the Contract as contained in the NIT. Bidder must, therefore, take special care to go through the NIT. It should also be realized that the General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any, contained in NIT is binding and the bidder is willing to execute the contract as per the purchaser's terms and conditions of contract.

38. LETTER OF AWARD (LOA) – TO SUCCESSFUL BIDDER

38.1 In respect of contracts for purchases value of rupees Twenty Five Lakhs & above, where tender documents include the GCC @10%, SCC and schedule of requirements, the Letter of Award (LoA) will result in a binding contract. All delivery liabilities would be counted from the date of LoA.

38.2 The Bidder, whose bid has been accepted and technically qualified (at the discretion of Purchaser) shall be notified by the Letter of Award (LoA) by the Purchaser before the expiration of the Bid-Validity period by written or electronic means, that the bid has been accepted. Legal communication of acceptance of offer is considered complete as soon as written communication is posted or electronically communicated.

38.3 This notification (hereinafter and in the Conditions of Contract called the "Letter of Award – LoA") shall state the Contract Value that the Purchaser shall pay the contractor in consideration of the supply of the Goods and also indicate therein relevant details such as quantity, specification of the goods ordered, prices and so on. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security within 30 days as per the provisions of the contract. The Purchaser, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

38.4 A template for Agreement of Letter of Award (LoA) to be submitted by the contractor duly filled, signed and stamped is attached as Annexure-XIII to this document.

38.5 It shall be mandatory for the successful bidder to be registered on GeM and obtain a unique GeM Seller ID before the placement of LoA or the Contract. This ID shall be incorporated in the contract.

39. SAMPLES

39.1 Samples of the offered stores, if called for in the NIT, shall be submitted by the bidder free of all charges indicating purchaser's tender number so as to reach the authorized person on or before the last date of submission of bid and without any obligation of the purchaser as regards acceptance/approval, safe custody or safe- return thereof. Each

sample submitted must be clearly labeled with the bidder's name and address and tender number. In the event of non-acceptance of the bid, the bidder shall collect the samples at his own expenses within fifteen days from the date of intimation. In case bidder fails to collect such samples within the designated time, the same will be disposed-off by the purchaser and no claim will be entertained from the bidder for the same. Bids without samples shall be rejected, where these were asked for submission in the NIT.

39.2 If the bidder submits the sample with his bid; the same shall not be considered to be part of the stores unless it has been specifically stated in the NIT.

39.3 In case supplies of tendered goods are required as per sample available with the purchaser, the purchaser will provide the sample on submission of a deposit as indicated in the NIT, as a standard for bidding and supply, on request. The contractor may send their representative at an address indicated in the NIT for collection of the sample. The purchaser will not be responsible for any delay in receipt/collection of sample by the bidder. It will be the responsibility of the bidder to return the sample without any damage/deterioration as indicated in the NIT. In the event of non-return of the sample in the desired condition within fifteen days from the date of intimation, the purchaser reserves the right to forfeit the deposit of the bidder.

40. DETAILS OF BANKERS

40.1 The bidder shall submit along with Part-I (Techno-Commercial Part) of the bid account details, IFSC code, the name and address of his bankers for refund of EMD and payment as applicable.

41. SUBMISSION OF DRAWINGS

41.1 The bidder shall upload all drawings pertaining to the stores, wherever called for in the NIT along with Part-I (Techno-Commercial) of bid for correct understanding and evaluation of the bid. Bidder's drawing will form part of the contract only after these are approved by the purchaser.

42. SUB-CONTRACTING

42.1 The contractor in the event of his bid 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. The contractor 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 provided these items comply with the technical specifications. 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 the 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.

43. SHOP/FACTORY EVALUATION, QUALITY SURVEILLANCE/ INSPECTION AND SUBMISSION OF PROGRESS REPORT

43.1 The purchaser or his technical authorities may at his option and prior to evaluation of the bid depute his inspector or any quality surveillance agency to the factory/workshop/premises of the bidder or contractor to assess and establish the manufacturing capability etc. of the bidder. Similarly, the purchaser may also depute his inspector/quality surveillance agency for inspection of the stores during the various stages of manufacture. In such an event the contractor shall 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 contract.

44. PACKING

44.1 Contractor shall note that packing for shipment shall be in accordance with the instructions outlined in this NIT. Each package shall be limited to the size and weights that are permissible under the existing air, sea or road cargo limits, as the case may be. Even when no packing specification is included in the NIT, it will be contractor's responsibility to provide appropriate packing depending upon the nature of the supply and the transportation and handling hazards.

44.2 The stores shall be so packed and protected as not to suffer deterioration, damage or breakage during shipment and storage in a tropical climate.

44.3 Each package shall be properly labeled to indicate the type and quantity of stores it contains, the purchase order number, its dimensions and weight and any other necessary data to identify the stores and relate it to the contract.

44.4 In case of damage of the stores due to inadequate/poor packaging, the purchaser's decision will be final and binding on the contractor. In such cases, the contractor will arrange replacement of such stores at his risk and cost within the delivery date on receipt of written intimation from the purchaser.

45. DEVIATIONS TO PURCHASER'S TECHNICAL SPECIFICATIONS

45.1 If any deviation or substitution from the technical specifications contained in Section "D" to this tender document is involved, such details should be clearly indicated by the bidder in Part-I (Techno-Commercial) and it should be uploaded as an Annexure to Part-I (Techno-commercial) of the bid as otherwise it shall be an admission on the part of the bidder that he will supply the stores as specified by the purchaser. Part-II (Price) should be submitted online in the bid format provided by the purchaser.

46. SETTLEMENT OF COMMERCIAL TERMS AND CONDITIONS OF CONTRACT

46.1 The commercial terms and conditions of sale/contract stipulated in Part-I (Techno-commercial) of the bid submitted by the bidder should be in line with the purchaser's terms and conditions stipulated in the NIT. In case, the bidder does not accept the purchaser's terms and conditions stipulated in the NIT, their bid will be outrightly rejected. The bidder should note that the authority to settle the commercial terms and conditions of contract rests only with the purchaser and any agreement/understanding reached between the bidder and any other authorities will not be valid and binding.

47. PARTICIPATION OF INDIAN/OVERSEAS BIDDER IN THE TENDER

47.1 Indian and overseas bidder can participate in the tender by using digital signature certificate/encryption certificate issued by any licenced certifying authority authorized by Controller of Certifying Authority, India and listed in the e-tender website of the Directorate https://e-tenders.dpsdae.gov.in.

48. TERMS OF DELIVERY

48.1 Indian bidders quoting in INR should quote only for safe delivery of stores to the purchaser's consignee.

48.2 Overseas/foreign/Indian bidder quoting in foreign currency should quote on the following INCOTERM basis:-

48.2.1 For air shipment: FCA at the specified 'Gateway Airport', as per list given

48.2.1.1 List of Gateway Airports

Sl. No.	Country	Gateway Airport
1	Argentina	Buenos Aires
2	Australia	Melbourne
3	Austria	Vienna
4	Belgium	Antwerp
5	Canada	Toronto / Montreal
6	China	Beijing
7	Czech Republic	Prague
8	Denmark	Copenhagen
9	Finland	Helsinki
10	France	Paris
11	Germany	Frankfurt
12	Hong Kong	Hong Kong
13	Ireland	Dublin
14	Italy	Rome
15	Japan	Tokyo / Osaka
16	Netherlands	Amsterdam
17	Norway	Oslo
18	Poland	Warsaw
19	Russia	Moscow
20	Singapore	Singapore
21	South Africa	Johannesburg
22	South Korea	Seoul
23	Spain	Barcelona/Madrid
24	Sweden	Stockholm
25	Switzerland	Zurich
26	United Kingdom	London
27	U.S.A.	JFK

48.2.1.2 Since the purchaser has authorized consolidation agents, they will arrange for air-freight from the respective Gateway Airport.

48.2.2 For sea shipment: FOB (Port of despatch)

48.2.2.1 The price quoted shall include the cost of the stores, packing charges, inland transportation charges up to the port of despatch, i.e., major sea ports in country of despatch and loading of the stores on to the ship. The name of the sea port from where the shipment will be made shall also be indicated.

49. AGENCY COMMISSION

49.1 Agency commission payable to the contractor's agents in India, if any, shall be included in the price. Name and address of Indian agent and the percentage of commission payable to them and included in the price shall be clearly indicated. The commission will be paid in INR directly by the purchaser to the Indian agents after final acceptance. The manner and method of payment of agency commission is indicated in the General Conditions of Contract/Special Conditions of Contract.

SECTION 'B'

FORMAT FOR SUBMISSION
OF
TENDER

Form No. e_DPS-P-103A

DECLARATION

Part-I (Techno-commercial) of Tender No._____

Contractor's Bid No._____ Date_____

FROM M/s_____

_____

To
Assistant Purchase Officer / Purchase Officer
Directorate of Purchase and Stores
Department of Atomic Energy

Dear Sir,

I/We have gone through the tendering conditions pertaining to the Two-Part Tender and General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any.

a. I/We hereby agree to execute the contract in accordance with the tender specifications incorporated in Section "D" of the tender document and also agree to abide by General Conditions of Contract, Special Conditions of Contract contained in Section "C" of the Tender document and Additional Conditions of Contract, if any.

b. Purchaser 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 the stores as may be specified in the contract.

c. I/We hereby agree to keep our above mentioned bid valid for the period mentioned in the NIT.

d. Deviation to technical specifications contained in Section "D" of the tender documents are detailed in Annexure "A" of the tender form while deviations proposed to the General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any, are detailed in Annexure "B" to this tender.

e. Prices applicable are indicated in the price bid format of the tender.

f. I/We are also uploading herewith all the leaflets/catalogue, etc. pertaining to the stores offered.

g. If I/We withdraw or modify the bid during the period of validity or if I/We are awarded the contract and I/We fail to submit a PSDBG before the deadline mentioned in the contract, I/We shall be suspended for a period of one year from being eligible to submit bids for contracts with procurement agencies under Department of Atomic Energy.

Yours faithfully
(Signed by Bidder)

Form No. e_DPS-P-103B

DECLARATION

Part-II (Price) of Tender No._____

Bid No._____Date_____

FROM

M/s._____
_____
_____

To
Assistant Purchase Officer/Purchase Officer
Directorate of Purchase and Stores
Department of Atomic Energy

Dear Sir,

In response to purchaser's invitation to tender and as per the tender and contract conditions, the prices applicable for the contract as contained in Part-I (Techno-Commercial) of our tender are indicated in the price bid format of the tender.

I/We hereby agree to keep our above mentioned bid valid for the period mentioned in the NIT.

If I/We withdraw or modify the bid during the period of validity or if I/We are awarded the contract and I/We fail to submit a PSDBG before the deadline mentioned in the contract, I/We shall be suspended for a period of one year from being eligible to submit bids for contracts with procurement agencies under Department of Atomic Energy.

Yours faithfully
(Signed by Bidder)

SECTION 'C'

General Conditions of Contract
and
Special Conditions of Contract

GOVERNMENT OF INDIA

DEPARTMENT OF ATOMIC ENERGY

DIRECTORATE OF PURCHASE AND STORES

General Conditions of Contract and
Special Conditions of Contract

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GENERAL CONDITIONS OF CONTRACT (Part-A)

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PREAMBLE

While the conditions contained in General Conditions of Contract will apply to all types of contracts, whereas General Conditions of Contract as well as Special Conditions of Contract will apply to contracts for design/ manufacture, supply installation and commissioning of the plant/machinery/equipment/instrument as the case may be.

PART-A

GENERAL CONDITIONS OF CONTRACT

1. AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR

The person/s signing or digitally signing the bid or any other document in respect of the bid or contract on behalf of the bidder or contractor shall be deemed to warrant that he has the authority to bind the contractor.

2. DRAWINGS AND SPECIFICATIONS

The drawings and specifications are intended to be complementary and to provide for and comprise everything necessary for the completion of the contract. Any material shown on the drawing even if not particularly described in specifications or vice versa is to be supplied by the contractors if it were both shown and specified.

In case any discrepancy is noted in the drawings and/or specifications and any interpretation of the same be required, the matter shall be referred to the purchaser for clarification which shall be binding upon the contractor. Otherwise, the contractor shall assume responsibility for the interpretation of the drawings and specifications including his sub-contractor(s).

In case any difference or dispute arises with regard to the true intent and meaning of drawings or specification or in case any portion of the same be obscure or capable of more than one interpretation, the same shall be decided by the purchaser whose decision shall be final.

All lettering on the drawings is to be considered as part of the specification and contract. In all cases figured dimensions are to be followed rather than those indicated by scale. Large scale drawings will take precedence over smaller scale drawings.
The contractor's drawings shall, when approved by the purchaser, be deemed to be included in the list of drawings which form part of the contract. The contractor shall not proceed with fabrication until all drawings associated therewith have been duly approved by the purchaser in writing or as specified in the NIT.

The contractor shall be responsible for and shall pay for any alterations of the stores and shall indemnify the purchaser for any consequential expenditure incurred by the purchaser due to any discrepancies, errors, omissions etc. whatsoever in the drawings or other specifications supplied by him whether such drawings etc. whatsoever have been approved by the purchaser or not, provided that such discrepancies, errors or omissions etc. is not due to inaccurate information or specifications furnished to the contractor on behalf of the purchaser.

3. GENERAL WARRANTY

The stores supplied by the contractor under the contract shall be of best quality and workmanship. The contractor shall execute the contract in accordance with the technical specifications unless any deviation has been expressly specified in the contract and any amendments agreed thereto in writing.

The contractor's bid to execute the contract in accordance with the technical specifications shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and no claim shall lie against the purchaser on the ground that the contractor did not examine or acquaint himself fully with the technical specifications of the contract.

4. ALTERATIONS

The purchaser may, in exceptional circumstances, make changes in the drawings, technical specifications and issue additional instructions without altering the contract in any manner provided that the changes will be as far as possible not materially alter the character and scope of the contract.

It shall be lawful for the parties to the contract to alter by mutual consent at any time, the drawings and technical specifications of stores. The stores to be supplied shall be in accordance with such altered drawings and technical specifications from the dates specified by the parties; provided that if any such alterations involve increase or decrease in the cost of or in the period required for production, a revision of the contract price and/or the delivery date shall be made by mutual agreement in respect of the stores to which the alteration applies. In all other respects, the contract shall remain unaltered.

5. PACKING

The contractor shall pack the stores at his own cost sufficiently and properly for transit by air/sea/road as the case may be so as to ensure their being free from loss or damage while in transit to the ultimate destination specified in the contract.

Unless otherwise provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings etc.) in which the stores are supplied by the contractor shall be considered as property of the purchaser and their cost as having been included in the contract price.

6. INSPECTION

The contractor shall be responsible for and perform all testing required in accordance with the contract and technical specifications included therewith.

The purchaser may at his option depute inspector(s) for inspection of the stores at contractor's works. The contractor shall facilitate such inspection of stores manufactured by him.

The contractor shall give notice of readiness for inspection to the inspector (deputed under Clause 6) so that the inspector can be present at the requisite time. The contractor shall dispatch stores only after inspector deputed by the purchaser has issued shipping release.

The contractor shall allow reasonable facility and free access to his work/factory/premises and records to the inspector for the purpose of inspection or for ascertaining the progress of work related to ordered stores under the contract.

The contractor shall provide the drawings, tooling, gauges, instruments etc. and extend all the help required for carrying out the inspection work.

The contractor shall produce an inspection plan to the purchaser's satisfaction notifying check points on the plan. The final inspection shall be conducted as per the approved quality assurance plan.

The contractor shall not supply or deliver the stores unless and until a shipping release or an authorization for despatch is obtained in the format provided by the purchaser if Pre Despatch Inspection is mentioned in Technical specification. Failure to comply with this instruction as applicable will not only make the contractor ineligible for payment for the supply, but also hold the contractor liable for payment of compensation to the purchaser due to delay in clearance of the stores from the carriers.

If the contractor dispatches stores without obtaining shipping release or authority to dispatch, he will not be entitled to get any payment for such supply, in addition the contractor will pay damages for delayed clearance of the stores from the carrier.

7. SECURITIES

The contractor shall provide the securities in favour of the purchaser in the form of bank guarantees as stated in sub-clauses indicated herein below for a period covering sixty days beyond the completion period mentioned in the contract or such extended period as may be agreed to between the parties, subject to the following conditions:

Applicable for contracts in INDIAN RUPEE

The bank guarantee should be executed by State Bank of India or any Indian nationalized banker Scheduled Banks as appearing in the second schedule of Reserve Bank of India (other than co-operative and Grameen Banks), on a non-judicial stamp paper of appropriate value as per the purchaser's format.

Applicable for contracts other than in INDIAN RUPEE having condition for submission of Bank Guarantee by Foreign Contractor.

The bank guarantee should be executed by State Bank of India or any Indian Nationalized banker Scheduled Banks as appearing in the second schedule of Reserve Bank of India (other than co-operative and Grameen Banks) or any Foreign Bank having at least five (5) branches out of the country of the contractor or three (3) branches in continents other than the continent where the contractor is situated. Bank Guarantee drawn from any bank in India shall be on a non- judicial stamp paper of appropriate value whereas Bank Guarantee drawn from Overseas Bank shall be on the Letter Head of the Bank, as per the purchaser's format.

The bank guarantees shall be submitted as per the format available in Annexure.

All bank guarantees are to be sent by the bankers of the contractor directly to the purchaser.

Where the contractor fails to complete the contract within the delivery date, the contractor shall apply to the purchaser for extension of delivery date of the contract. Such application shall be made before the last date of completion of the contract. The purchaser may at his discretion extend delivery date of the stores under such

condition as he may deem fit. All Bank Guarantees so submitted shall also be suitable extended well in time, failing which the purchaser shall have the right to invoke the bank guarantee without prejudice to the terms and conditions of the contract. The contractor shall not supply the material unless the purchaser has extended delivery date of stores in writing.

PERFORMANCE SECURITIES

Contractor shall furnish Performance Security Deposit in the form of bank guarantee for 5% of the value of the contract, including statutory levies, for due performance of the said contract till expiry of warranty period, as per Annexure-I within thirty days from the date of issue of contract in case of Indian Rupee contracts or within thirty days from the date of receipt of Export License by the contractor from respective Government in case of contracts having currency other than Indian Rupee, as the case may be. The Bank Guarantee shall be valid till satisfactory completion of the contract till expiry of warranty period pursuant to General Conditions of Contract, plus a claim period of sixty days from the completion period mentioned in the contract for lodging of claims, if any.

If the contractor fails to provide PSDBG as stated herein above, within thirty days from the date of issue of contract such failure shall constitute a breach of contract and action as deemed fit may be initiated against the contractor.

In case, the contractor fails to fulfill the obligations under the contract; the purchaser shall have the right to invoke and appropriate the PSDBG. This right shall be in addition to and without prejudice to the rights of the purchaser under the terms and conditions of contract.

BANK GUARANTEE FOR FREE ISSUE MATERIAL

Bank Guarantee for Free Issue Material (hereinafter referred to as FIM) (for fabrication of stores at contractor's works outside purchaser’s site): The contractor shall submit a Bank Guarantee as per Annexure VIII or IX as applicable to the extent of full value of FIM as security of free issue material issued to the contract or till such time the entire contract is executed and proper account for the FIM is rendered by the contractor to the Purchaser.

INDEMNITY BOND FOR FIM

Indemnity Bond for FIM: The contractor shall execute an indemnity bond in favour of the purchaser indemnifying the purchaser and keeping the purchaser indemnified to the extent of full value of FIM till such time the entire contract is executed and proper account for the FIM is rendered by the contractor to the Purchaser. For this purpose an indemnity bond as per Annexure-VII shall be executed by the contractor.

8. DELIVERY DATE – TIME IS THE ESSENCE OF CONTRACT

The delivery date stipulated in the contract shall be deemed to be the essence of the contract and the contract must be completed not later than date(s) stipulated therein.

PHASED DELIVERY/MILESTONE

Where the contract envisages phased delivery or completion of milestone, the delivery date for each phase or milestone shall be deemed to be the essence of contract.

Acceptance beyond the delivery date is at the sole discretion of the purchaser and subject to Section C Part A Clause No.10. The contract shall be deemed to be terminated after the expiry of delivery date and subjected to Section C Part A Clause 32

9. ADVANCE INTIMATION OF DELIVERY

Contractors shall send advance intimation to the consignee preferably by e-mail regarding intended delivery of material at least five days prior to the date of delivery of stores to the consignee so as to make proper arrangements for receipt of the stores. If delivery of stores is being carried out by a vehicle, the contractor shall confirm that the driver carries, as on date of delivery, all valid documents, viz., driving license, vehicle registration documents, insurance cover for the vehicle etc. in addition to delivery challan in duplicate along with other documents if any, as per the contract. Failure to carry the valid documents by the driver will result in denial of entry of vehicle inside consignee's premises and the consignee will not be responsible for any consequences thereof.

10. EXTENSION OF DELIVERY DATE

The purchaser will without prejudice to the other rights of the purchaser invoke the following damages for extension of delivery date:

Sl. No.	Delivery Period	Liquidated Damages, Rate per Week	Maximum Amount of Liquidated Damages
1.	Delivery period (as originally stipulated) not exceeding one year	@0.5% of the value of delayed/undelivered portion of the stores, per week or part thereof.	5% of the value of delayed/undelivered portion of stores.
2.	Delivery period (as originally stipulated) exceeding one year but not exceeding two years.	@ 0.25% of the value of delayed/ undelivered portion of the stores, per week or part thereof.	5% of the value of delayed/undelivered portion of stores.
3.	Delivery period (as originally stipulated) exceeding two years	@ 0.1% of the value of delayed/ undelivered portion of the stores, per week or part thereof.	5% of the value of delayed/undelivered portion of stores.

Delivery Period means "The time from date of release of the contract to the date of delivery of stores".

However, the payment of liquidated damages shall not in any way absolve the contractor from any of its obligations and liabilities under the contract.

11. FORECLOSURE OF CONTRACT OR REDUCTION IN SCOPE OF WORK BEFORE DELIVERY DATE

If before the delivery date, the purchaser may at its discretion, decide to abandon or reduce the scope of the contract for any reason whatsoever and does not require the whole or part of the contract to be executed, the purchaser shall give notice of four weeks in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim for any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the contract in full but which he did not derive in consequence of the foreclosure of the whole or part of the contract.

The contractor shall be paid at contract rates, full amount for part of contract executed and delivered to the purchaser. In addition, a reasonable amount as certified by the purchaser will be paid to the contractor for the stores hereunder mentioned which could not be utilized in the contract to the full extent in view of the foreclosure.

Purchaser shall have the option to take over contractor's materials or any part thereof either bought for execution of the contract or of which the contractor is legally bound to accept delivery from its contractor (for use in the contract). For materials taken over or to be taken over by purchaser, cost of such materials as calculated by purchaser shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

If any materials supplied by purchaser are rendered surplus, the same except normal wastage shall be returned by the contractor to purchaser at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting of such materials from contractor's site to consignee, if so required by purchaser, shall be paid.

The contractor shall, if required by the purchaser, furnish books of accounts and other relevant documents and evidence as may be necessary to enable the purchaser to certify the reasonable amount payable under Clause 11.2 above.

The reasonable amount payable for the stores shall not be in excess of the cost of the contract remaining incomplete on the date of closure, i.e. total stipulated cost excluding taxes of the contract as per accepted tender less the cost of stores actually delivered and also less the cost of contractor's materials at site taken over by the purchaser as above. Provided always that against any payments due to the contractor on this account or otherwise, the purchaser shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of this contract and any other sums which on the date of termination were recoverable by the purchaser from the contractor under the terms of this contract.

12. INSPECTOR'S AUTHORITY

The inspector, wherever deputed by the purchaser under relevant Clauses of the Contract shall have the power:

to certify that the stores are not in accordance with the specifications provided in the contract owing to the adoption of any unsatisfactory method of manufacture, before any Stores or parts thereof are inspected.

to reject any Stores submitted for inspection or part thereof as not being in accordance with the technical specification provided in the contract.

13. RECTIFICATION AND REPLACEMENT OF DEFECTIVE STORES

If the inspector finds that the contractor has executed any unsound or imperfect work, the inspector shall notify such defects to the contractor in writing with thirty days from the date of delivery and the contractor on receiving the details of such defects or deficiency, shall at his own expenses, within seven days or otherwise within such time as may be mutually agreed upon between the parties as reasonably necessary, proceed to alter, reconstruct or remanufacture the stores to the requisite standard and technical specifications according to the contract.

In case repair/replacement of defective/rejected stores is necessary and becomes essential to return the stores, to the contractor, where full or part payment has already been made by the purchaser, the contractor shall submit bank guarantee for

the value of stores so found defective/rejected as per Annexure-V or VI as may be applicable and valid till receipt and acceptance of repaired/replaced/entire stores within fifteen days of intimation. However, the contractor will not be absolved from his responsibility as specified under Section C Part-A Clause No.8.

14. CONSEQUENCE OF REJECTION

If the stores are rejected by the inspector or consignee at the destination and the contractor fails to make satisfactory supplies within the delivery date, then the purchaser may:

Allow the contractor to submit for inspection of fresh stores in replacement of the rejected, within extended delivery period subject to Section C Part A Clause No. 10, the contractor bearing the cost of freight on such replacement without being entitled to any extra payment on that account. OR

Purchaser may take recourse to Section C Part A Clause 8.4.

15. RECOVERY OF SUMS DUE

Whenever any claim for payment arises out of or under this contract against the contractor, the purchaser shall be entitled to recover the sum by appropriating, in part or whole, the security deposited by the contractor or any payment which at any time may become due to the contractor under this or any other contract with the purchaser. If this sum is 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 amount payable to the contractor under the contract including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the contractor

16. LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

It is agreed that any sum of money due and payable to the contractor under any contract may be withheld or retained by way of lien by the purchaser or any other person or persons contracting through the purchaser against any claim of the purchaser or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the purchaser or with other such person or persons.

It is further agreed term of the contract that the sum of money so withheld or retained under this Clause by the purchaser will be kept withheld or retained as such by the purchaser until the claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the contractor.

17. WARRANTY

The contractor warrants that stores to be supplied under the contract shall be free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for stores of the types under the contract in full conformity with the specifications, drawings or samples, if any and shall if operable, operate properly. This warranty shall expire (except in respect of complaints notified to the contractor prior to such date) twelve months after the date of receipt and acceptance of the last lot of stores under the contract at the ultimate destination stipulated in the contract.

In case any defect or deficiency in the stores supplied by the contractor under the contract appear to be discovered within twelve months from the date of receipt and acceptance of the stores in India, the contractor upon notification of such defects or deficiency by purchaser, shall forthwith take measure to rectify every such defect, deficiency or failure without any cost to the purchaser.

In case the contractor opts for return of stores for rectification/repair at their works, contractor shall furnish bank guarantee for the cost of stores as per Annexure-V or VI (as applicable) valid till acceptance of rectified/repaired Stores. Further the warranty period will get extended for the period the Stores were not available to the purchaser for his use. If the contractor, after such notification, makes default or delay in rectifying all such defects, deficiencies or failure to the satisfaction of the purchaser, the purchaser may take recourse to the remedies provided for in Section C Part-A Clause no. 11 and 14.

18. PERMIT AND LICENSES

The contractor shall secure and pay for all licenses and permit at his end which he may be required to comply with all laws, ordinances and regulations etc. of the public authorities in connection with the performance of his obligations under the contract. The contractor shall be responsible for all damages and shall indemnify and save the purchaser from against all claims for damages and liability which may arise out of the failure of the contractor to secure and pay for any such licenses and permits and/or to comply fully with any and all applicable laws ordinances and regulations etc.

19. PATENT INDEMNIFICATION

The contractor shall indemnify and keep the purchaser indemnified from and against any and all claims, actions, costs, charges and expenses arising from or for infringement of patent rights, copyright or other protected rights, etc. of any design plans, diagrams, drawings in respect of the stores supplied by the contractor or any of the manufacturing methods or process adopted by contractor for the Stores supplied under the contract.

In the event of any claim being made or action being taken against the purchaser in respect of the matter referred to in Clause No. 19.1 above, the contractor shall promptly be notified thereof and he shall at his own expense, conduct all negotiations for the settlement of the same and any litigation that may arise there from.

In the event of any designs, drawing, plans or diagrams or any manufacturing methods or process furnished by the contractor etc. constituting infringement of patent or any other protected rights etc. and use thereof is restrained, the contractor shall procure for purchaser, at no cost to the latter, the rights to continue using the same or to the extent it is possible to replace the same so as to avoid such infringement and subject to approval by the purchaser or modify them so that they become non-infringing, but such modifications shall otherwise be to the entire satisfaction of the purchaser.

The provision of the Clause remains effective and binding upon the contractor even after the completion, expiration or termination of the contract.

20. MODE AND DOCUMENTATION OF PAYMENT

Payment for contracts in currency other than INDIAN RUPEES

Unless otherwise specified elsewhere, payment in full (excluding the amount of the commission included in the price payable directly by the purchaser to the Indian agent) shall be made by wire transfer within thirty days of final acceptance of stores.

The following documents are required to be sent to the purchaser immediately after shipment of consignment:

1. Bill of Lading/Negotiable Airway Bill evidencing shipment
2. Invoice for the shipment : Four copies
3. Packing list : Four copies
4. Shipping release from inspector or quality surveillance agency nominated by the purchaser for the purpose of inspection: Four copies, if applicable.
5. Shipping authorization from purchaser wherever required.
6. PSDBG acceptance certificate issued by the purchaser.

The contractor shall send invoice only for the net amount payable to him after deducting the amount of agency commission included in the invoice which would be paid to the Indian agents directly by the purchaser. However, the contractor's invoice should separately reflect the amount of commission payable to his Indian agent.

PAYMENT FOR CONTRACTS IN INDIAN RUPEE

Unless otherwise mentioned elsewhere, payments for the contract will be made after final acceptance of stores and within a reasonable time on submission of following documents.

i) GST compliant invoice in favour of paying authority duly pre-receipted.

ii) Receiving voucher from Stores (RV).

iii) PSDBG acceptance certificate issued by the purchaser.

Normally thirty days will be allowed for inspection and payment after receipt of the stores.

21. STATUTORY DEDUCTIONS

The purchaser has the right to make statutory deductions from the payments made to the contractor as applicable on the date of making such payment as per the provisions of relevant Act or Rules made there under. Appropriate certificate to that effect will be provided by the purchaser's paying authority.

22. AGENCY COMMISSION

The amount of commission included in the price and payable to the Indian agents of the contractor shall be paid in INR directly to the Indian agents by the purchaser on the basis of an Invoice from the Indian agent. "Payment will be released to the Indian agents after receipt and final acceptance of the goods by the purchaser".

23. INSURANCE FOR CONTRACTS IN CURRENCY OTHER THAN INDIAN RUPEE

Transit insurance from warehouse to warehouse will be arranged by the purchaser through his underwriters unless this responsibility is specifically entrusted to the contractor in any particular case.

24. MARKING

The marking shall generally be as under:

Name and address of the consignee	Directorate of Purchase and Stores, Government of India, Department of Atomic Energy
Contract Number and Date	No._____Date_____
Brief Description of Goods	
Weight	
Dimension	
Ultimate Destination	
Port of Discharge	
Package Number	

Each package shall contain a packing note specifying the name and address of the contractor, the number and date of the contract, name and address of the consignee, description of the stores and the quantity contained in such package.

The inspector, wherever deputed by the purchaser under Section C Part-A Clause No. 6 may reject the stores if the same is not packed and/or marked as aforesaid and in case where the packing materials are specifically prescribed, if such materials are not in accordance with the terms of the contract.

25. CODE OF INTEGRITY

No official of a procuring entity or bidder or contractor shall act in contravention of the codes which include

(i) Prohibition of
   (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
   (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
   (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
   (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
   (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
   (f) obstruction of any investigation or auditing of a procurement process.
   (g) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) Disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

(iv) Directorate of Purchase and Stores, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures as deemed fit, including rejecting his bid and forfeiting EMD and/or debarring him from participating in future bidding.

26. LAW GOVERNING THE CONTRACT

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

27. JURISDICTION

The courts within the local limits of whose jurisdiction the place from which the contract is issued shall only have jurisdiction to deal with and decide any matter arising out of this contract subject to Section C Part-A Clause no. 28 below.

28. DISPUTE REDRESSAL

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the contractor after its completion, or its cancellation/termination, as the case may be, shall be referred by the Contractor to the "Director, DPS" through “Notice of Dispute.” Provided that no such notice shall be served later than 15 days from incidence of dispute or cancellation/termination order served upon the contractor or after the date of validity of the contract. Director, DPS shall, within 30 days after receipt of the Contractor’s “Notice of Dispute”, notify the constitution of dispute redressal committee hereinafter referred to as “DRC” to the Contractor. The DRC shall be constituted, as far as possible within 30 days and it shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of the contract. The DRC shall have three members, one officer from DPS Purchase Unit, one officer from DPS Accounts Wing and one officer from a constituent DAE Unit.

If the parties agree to settle the dispute, they shall draw up and sign a written settlement agreement duly signed by the parties including the DRC members. When the parties sign the settlement agreement; it shall be final and binding on the parties. Till finalization of the DRC recommendation, the parties shall not initiate any arbitral or judicial proceedings in respect of all disputes which are subject matter of the DRC proceedings.

Adjudication:

In case DRC mechanism fails to resolve within the deadline, the contractor shall issue a ‘Notice of Adjudication’ for invoking resolution of the dispute through Adjudication, especially for matters of high value to Director, DPS. If not satisfied by the decision in Adjudication or fails to notify his decision within 60 days, the contractor may proceed to invoke the process of mediation.

Mediation:

1. In case of failure to resolve the grievance as above, the party may invoke Mediation by submitting "Notice of Mediation" to Director, DPS. A neutral third party, known as the Mediator, facilitates the mediation process. If the other party is not agreeable to Mediation, the aggrieved party may invoke Arbitration, if available in the contract.
2. The Mediation Act and a Mediation Agreement: The Mediation shall be conducted as per The Mediation Act 2023.

3. Guidelines for Mediation: Department of Expenditure, Ministry of Finance has issued guideline on Mediation. DPS shall adopt the proceedings for mediation as per the guidelines issued by Department of Expenditure from time to time to negotiate amicable settlements to resolve disputes.

29. ARBITRATION

29 (1) Demand for Arbitration:

29.1(i) In the event of any unsettled issues or dispute(s) or difference(s) between the parties hereto as to the execution of this contract or the respective rights and liabilities of the parties specified in the contract on any matter in question, or any payment to which the Contractor may claim to be entitled to remain unresolved, recourse maybe taken to the settlement of disputed through arbitration.

29.(1)(ii)(a) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the purchaser, shall be referred to arbitration and other matters shall not be included in the reference.

29.(1)(ii)(b) The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure ii of these conditions.

29.(1)(iii)(a)The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Purchaser.

29.(1)(iii)(b)The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

29.(1)(iii)(c) The Purchaser shall submit its defense statement and counter claim(s), if any, within a period of 30 days of receipt of copy of claims from the Arbitral Tribunal, unless otherwise extension has been granted by the Arbitral Tribunal.

29.(1)(iii)(d) Place of Arbitration: The place of arbitration would be at the place from where the contract was issued or Mumbai as decided by the Director, DPS.

29.(1)(iv) No new claim shall be added during arbitral proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by the Arbitral Tribunal having due regard to the delay in making it.

29.(1)(v) If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 5 working days of receiving the intimation from the Purchaser that the final payment is made to the contractor, he/they will be deemed to have accepted the payment and waived his/their claim(s) and the Purchaser shall be discharged and released of all liabilities under the contract in respect of these claims.

29.(2) Obligation During Pendency of the Arbitration: Work under the contract shall, unless otherwise directed by the Purchaser, continue during the arbitration proceedings, and no payment due or payable by the Purchaser shall be withheld on account of such proceedings, provided, however, it shall be open for the Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

29.(3) Appointment of Arbitrator:

29.(3)(a) Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

29.(3)(a)(i) In cases where the total value of all claims in question added together does not exceed Rs.10,00,00,000/- (Rupees Ten Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be mutually appointed by the parties or in case of panel of three Arbitrators, one each shall be appointed by either party and the two appointed Arbitrators shall appoint the third Arbitrator who shall act as a presiding Arbitrator."

29.(3)(a)(ii) The arbitral proceedings will be conducted as per the Arbitration and Reconciliation Act 1996 amended from time to time.

29.(3)(b)(i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

29.(3)(b)(ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Arbitral Tribunal and interpretation of a specific point of award to Arbitral Tribunal within 30 days of receipt of the award.

29.(3)(b)(iii) A party may apply to Arbitral Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

29.(4) In case of the Arbitral Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Arbitral Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

29.(5) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

29.(6) The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s) and the fees shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure I to these condition after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) shall be as per schedule IV of the Arbitration and Conciliation (Amendment) Act, 2015 and as amended from time to time, irrespective of the fact whether the arbitrator(s) is/are appointed by the Purchaser or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

29.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation (Amendment) Act, 2015 and as amended from time to time and the rules there under and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

ANNEXURE-i

Reference Para 28.3 & 28.6

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation
(Amendment) Act

I/we..... (Name of the Supplier) with reference to Purchase Order no..... raise disputes and differences arising out of or in connection with the contract, during the progress of the contract after its completion, its cancellation/termination, as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

(i) Claim 1- Detailed at Annexure-
(ii) Claim 2 –
(iii) Claim 3 –

I/we..... (purchaser) with reference to Purchase Order no..... hereby raise disputes and differences arising out of or in connection with the contract, whether during the progress of the contract after its completion, its cancellation/termination, as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

(i) Claim 1- Detailed at Annexure-
(ii) Claim 2-
(iii) Claim 3-

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation Act 1996 as amendment from time to time.

Signature of Claimant_____Signature of Respondent
_____

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to Purchase Order no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 29(6) of GCC.

Signature of Claimant_____Signature of Respondent_____
*Strike out whichever not applicable.

ANNEXURE-ii

Reference Para 28.(3)

Certification by Arbitrators appointed under Clause 28 of DPS General Conditions of Contract

1. Name:

2. Contact Details:

3. Prior experience (Including Experience with Arbitrations):

4. I do not have more than ten on-going Arbitration cases with me.

5. I hereby certify that I have retired from DPS/DAE w.e.f._____and empanelled as DPS Arbitrator as per 'The Arbitration and Conciliation (Amendment) Act, 2015' and as amended from time to time.

6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation (Amendment) Act, 2015 and as amended from time to time.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation (Amendment) Act, 2015 and as amended from time to time. The details of such relationship or interests are as under:

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

30. TRANSFER OF OWNERSHIP

Ownership of the stores supplied by the foreign contractor shall be transferred to the purchaser in accordance with the payment terms or INCOTERMS accepted.

Ownership of the stores supplied by the Indian contractor shall be transferred to the purchaser when the stores are delivered and accepted by the purchaser

Transfer of title shall not in any way absolve the contractor from his responsibilities and liabilities under the contract. Notwithstanding the transfer of ownership of the stores, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the contractor until safe delivery of the stores to the purchaser' site.

INTELLECTUAL PROPERTY RIGHTS

All rights of design documents and drawings, if paid by the purchaser separately or compositely included in the contract cost, will remain with the purchaser and the contractor shall have no claim whatsoever on these rights.

31. EXERCISING THE RIGHTS AND POWERS OF THE PURCHASER

Director, Directorate of Purchase and Stores, Department of Atomic Energy is the authorized person to deal with, exercise, negotiate on behalf of the purchaser having all the rights, discretions and powers of the purchaser under this contract and any reference to the opinion of the purchaser in the terms and conditions contained in these General Conditions of Contract/Special Conditions of Contract shall mean and be construed as reference to the opinion of any of the persons authorized by him as mentioned in this Clause. All notices on behalf of the purchaser shall be issued by Director, Directorate of Purchase and Stores, Department of Atomic Energy.

32. TERMINATION OF CONTRACT

In case of non-compliance of any of the Terms and Conditions of the Contract, Purchaser reserves the right to terminate the contract after serving notice to the contractor.

Performance Security, if any, already available shall be forfeited.

In addition to the above, the contractor will be liable to be debarred and/or banned from participation against any tender issued by Directorate of Purchase and Stores, including its regional units, and/or the bid of defaulting contractor is being considered for award of contract of stores.

PART-B

In addition to the General Conditions of Contract contained in Section C Part-A the following Special Conditions of Contract shall apply to contracts for design/manufacture, supply, installation and commissioning of plant/ machinery/equipment/instrument as the case may be. These Special Conditions of Contract in Part-B shall override the General Conditions of Contract, wherever there is any ambiguity/conflict.

SPECIAL CONDITIONS OF CONTRACT

1. RESPONSIBILITY FOR COMPLETENESS

All fittings or accessories which may not be specifically mentioned in the tender specifications of the contract but which are necessary are to be provided by the contractor without any extra charge and the stores comprising plant/machinery/equipment/instruments must be completed in all respect within the delivery date.

2. FINAL TEST

The final tests to ascertain the performance and guarantee shall commence within one month of completion of installation. The contractor will inform the purchaser well in advance the services/facilities required to start the final test, as mentioned in the contract.

3. REJECTION OF DEFECTIVE PLANT

If the completed plant or any portion thereof before it is finally accepted is found to be defective or fails to fulfill the requirements of the contract during the currency of the contract including warranty period, the purchaser shall give the contractor notice setting forth with the details of such defects or failure and the contractor shall forthwith rectify the defective plant or alter the same to make it comply with the requirement of the contract at the earliest and in any case not later than thirty days from the date of such intimation of the incident. In case the contractor fail to do so within the abovementioned time the purchaser may reject and replace at the cost of the contractor, the whole or any portion of the plant as the case may be, which is defective or fails to fulfill the requirement of the contract. Such replacement shall be carried out by the purchaser within a reasonable time and at reasonable price and to the same specifications as far as possible and under competitive conditions. The contractor shall be liable to pay to the purchaser the extra cost, if any, of such replacement procured and/or erected as provided for in the contract, such extra cost being the difference between the price paid by the purchaser under the contract for such replacement and the original price admitted in the contract placed with the contractor or the cost as determined by the purchaser out of the price admitted in the original contract, where separate price for such defective/rejected stores is not available in the contract. Contractor shall refund to purchaser any sum paid by the purchaser to the contractor in respect of such defective plant when rejected and no replacement is procured by the purchaser.

4. WARRANTY

The contractor shall provide warranty of stores supplied for a minimum period of twelve calendar months after the stores comprising plant/machinery/equipment/ instruments has been put into operation (or a suitable mutually agreed longer period to be reckoned from the date of last major shipment depending upon the nature of the stores comprising plant/machinery/equipment/instrument) the contractor shall be

responsible for any defects that may develop under conditions provided for in the contract and under proper use, arising from the faulty materials, design or workmanship in the plant or from faulty erection of the plant by the contractor, but otherwise and shall rectify such defects at his own cost when called upon to do so by the purchaser who shall state in writing such defects.

If it becomes necessary for the contractor to replace or renew any defective portions of the plant for purpose of rectification under this Clause, the provisions of this Clause shall apply to the portions of the plant so replaced or renewed until expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months whichever is later. If any defect is not rectified within a reasonable time, the purchaser may cancel the contract or part thereof whose decision will be final and binding on the contractor and the contractor will refund the money so paid to the contractor forthwith without any demur.

All inspections adjustments, replacements or renewals carried out by the contractor during the warranty period shall be subject to the same conditions as in the contract.

The contractor shall, give advance notice of not less than twelve months to the purchaser whenever spare parts of the stores are going out of production so that the purchaser may order requirement of spares in one lot or more lots if so desired.

The contractor shall further guarantee up to the plant/equipment/instrument/stores life that if spare parts go out of production, the contractor will make available blue prints, drawings of spare parts and specifications of stores at no cost to the purchaser, if and when required in connection with the stores to enable purchaser to fabricate or procure spare parts from other sources.

The provision of this Clause shall remain effective and binding upon the contractor even after the completion and fifteen years of expiration of the contract or till the stores supplied under the contract is in use by the purchaser, whichever is earlier.

5. ERECTION AND COMMISSIONING

In all cases where contract provide for supervision of erection and commissioning or for test at the purchaser's premises, the contractor shall indicate in advance the services required for installation and commissioning and the purchaser except where otherwise specified, shall provide free of charge, such labour, materials, fuels, apparatus and instruments as may be required from time to time and as may reasonably be demanded by the contractor to carryout efficiently such supervision of erection and commissioning and for the requisite test. In case of contract requiring electricity or services for the completion of erection, commissioning and testing at site, such electricity or services shall be supplied free of cost to the contractor or as specified in the NIT.

Action by the purchaser under the Clause shall not relieve the contractor of his warranty obligations under the contract.

6. TRAINING

The contractor shall, if required by the purchaser, provide facilities for the practical training of purchaser's engineering or technical personnel and for their active association on the manufacturing process through the manufacturing period of the contract/stores, number of such personnel shall be mutually agreed upon.

7. PAYMENT TERMS

FOR CONTRACTS IN INDIAN RUPEE ONLY

90% of total contract value exclusive of charges for installation and commissioning, if applicable after delivery of all consignment and preliminary inspection by purchaser's inspector.

i) GST compliant invoice in favour of paying authority duly pre-receipted.

ii) Original shipping release containing the stamp and signature of the purchaser's inspection authority.

iii) Preliminary Inspection Report alongwith Material receipt confirmation documents from Stores.

iv) PSDBG acceptance certificate issued by the purchaser.

And balance payment will be released against following documents:

i) Installation, commissioning and training certificate if applicable
ii) Receiving voucher receipt from Stores.
iii) PSDBG acceptance certificate issued by the Purchaser.

FOR CONTRACTS IN CURRENCIES OTHER THAN INDIAN RUPEE

Unless otherwise specified elsewhere in the NIT, payment for the stores will be made as follows

90% of total contract value exclusive of charges for installation and commissioning, if applicable by Irrevocable Letter of Credit on submission of the following documents:

i. Bill of Lading/Negotiable Airway Bill evidencing shipment
ii. Invoice for the shipment : Four copies
iii. Packing List : Four copies
iv. Shipping release from Inspector or Quality Surveillance Agency nominated by the Purchaser for the purpose of inspection : Four copies
v. Shipping authorization from purchaser wherever required.
vi. Any other document(s) as specified in the contract.

} if stipulated in the Order.

vii. PSDBG acceptance certificate issued by the Purchaser.

An advance copy of invoice along with details of documents forwarded through bank should be sent to the Paying Authority mentioned in the contract to enable him to verify the documents and honor the claim without delay.

The contractor shall be responsible to make available to the purchaser the documents which are essential for arranging customs clearance in India. The contractor shall arrange through his bank to have the documents air mailed to the purchase's bank without any delay. He shall also arrange to forward directly to the purchaser, three copies of Airway Bill, along with a copy of the invoice and packing list. If the purchaser incurs any extra expenditure by way of penalty payable to the Airport authorities in India or any other such expenditure due to delay in receipt of shipping documents specified by purchaser, the contractor shall be responsible for making good such extra expenditure incurred by the purchaser.

While the purchaser shall bear the bank charges payable to his bankers in India

(State Bank of India) the contractor shall bear all the bank charges payable outside India including the charges towards advising/amendments, commission.

The contractor shall send invoice only for the net amount payable to him after deducting the amount of agency commission included in the invoice which would be paid to the Indian agents directly by the purchaser in Indian Rupee. However, the contractor's invoice should separately reflect the amount of commission payable to his Indian agent.

Balance payment will be made by wire transfer after final inspection, testing, installation, commissioning (where applicable), final acceptance and submission of PSDBG acceptance letter from the Purchaser against following documents.

i. Acceptance Report
ii. Receiving voucher from Stores
iii. PSDBG acceptance certificate issued by the Purchaser

8. FORCE MAJEURE

DEFINITION OF FORCE MAJEURE

Force Majeure shall mean any event which is beyond the control of the contractor or the purchaser, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as

war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.

rebellion, insurrection, mutiny, usurpation of civil or military government, civil commotion.

embargo, import restriction, confiscation, nationalization, mobilization, commandeering or requisition by or under the order of Central, State Government or Local Authority in India or any other act or failure to act, of any local, state or national government in India

riot

state/region/country wide transporters strike, earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone hurricane, storm, lightning and pressure waves or other natural disaster

nuclear event causing nuclear radiation, radioactive contamination

NOTICE OF FORCE MAJEURE

If either party is prevented, hindered or delayed from or in performing any of its obligations under the contract by an event of force majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen days after the occurrence of such event. A party shall give notice to the other party when it ceases to be affected by the force majeure. Failure to notify the purchaser about occurrence of such event within the time frame specified, the contractor shall have no right to claim any provisions under clause 8.4 below (consequences of force majeure)

DUTY TO MINIMISE THE EFFECT

The party or parties affected by the event of force majeure shall use reasonable

efforts to mitigate the effect thereof upon its or their performance of the contract and to fulfill its or their obligations under the contract

CONSEQUENCES OF FORCE MAJEURE

The party who has given notice of force majeure shall be excused from the performance or punctual performance of its obligations under the contract for so long as the relevant event of force majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The delivery time shall be re-fixed in accordance with Section C Part-A Clause 10, even though such force majeure event may occur after contractor's performance of his obligations has been delayed for other cause. No delay or non-performance by either party hereto caused by the occurrence of any event of force majeure shall

Constitute a default or breach of the contract give rise to any claim for damages or additional cost or expense occasioned thereby; if and to the extent that such delay or non-performance is caused by the occurrence of an event of force majeure. If the performance of the contract is substantially prevented, hindered or delayed for a single period of more than sixty days or an aggregate period of more than one hundred and twenty days on account of one or more events of force majeure during the currency of the contract, the parties will attempt to develop a mutually satisfactory solution.

FORCE MAJEURE AFFECTING SUB-CONTRACTOR

Conditions as enumerated in Section C Part B Clause 8 will be applicable to sub-contractor.

If any sub-contractor is entitled under the contract for Force Majeure on terms additional to or broader than those specified in this Clause, such additional or broader Force Majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

9. LIMITATIONS

Anything in this Contract to the contrary not withstanding

The affected party shall not be relieved from obligations under this contract to the extent any gross negligence of the affected party aggravates the force majeure event; and

Force majeure shall not apply to obligations of either party to make payments to the other party under the contract.

10. HINDRANCES

The contractor is required to maintain hindrance register for reporting hindrance if any, while executing the work, as per Annexure-X. The contractor shall get record of hindrances in the hindrance register(s) approved/ endorsed by the purchaser. Such hindrance in the work endorsed by the purchaser will only be taken into consideration for granting delivery date re-fixation.

ANNEXURE

BANK GUARANTEE/ INDEMNITY BOND FORMATS/ HINDRANCE REGISTER FORMAT

ANNEXURE-I: PERFORMANCE SECURITY BOND

[Note: Bank Guarantee shall be got executed from a Nationalized / Scheduled commercial Bank (Except Co-operative Bank) only on non-judicial stamp paper of appropriate value]

DIRECTORATE OF PURCHASE & STORES (Acting through) Director/ Regional Director, P&S/ Jt. Director, P&S/ Purchase Officer Directorate of Purchase & Stores

1. WHEREAS on or about the (Date of the Purchase Order) M/s._____a Company incorporated under the Companies Act 1956 and having its registered office at _____ (hereinafter referred to as 'The Contractor') entered into an agreement bearing No._____(hereinafter referred to as 'The Contract'), with Directorate of Purchase & Stores, Department of Atomic Energy acting through Director/Regional Director, P&S/ Jt. Director, P&S/Purchase Officer, Directorate of Purchase & Stores, Vikram Sarabhai Bhavan, Anushaktinagar, Mumbai-94. (hereinafter referred to as (Purchaser) for supply of_____(hereinafter referred to as 'The Equipment').

2. AND WHEREAS under the terms & conditions of the contract, the Contractor shall furnish Performance Security Bond for an amount of Rs. _____(Rupees _____only) representing 10% of the total value of the contract in the form of a bank guarantee, in a manner herein contained duly executed by a scheduled/nationalized bank towards satisfactory performance of the contract and performance of the equipment and against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any breach by the said Contractor(s) of any terms and conditions contained in the said agreement. The Performance Security Bond shall be valid till satisfactory completion of Defect Liability Period covering the Warranty/Guarantee period of the equipment as per the terms & conditions of the said agreement.

3. NOW WE, the_____(Bank) in consideration of the promises do hereby agree and undertake to pay to the Directorate of Purchase & Stores, Department of Atomic Energy, (the purchaser) on behalf of the Contractor, the said sum of Rs._____(Rupees _____Only), the amount due and payable under the guarantee without any demur, merely on a demand from the Directorate of Purchase & Stores, Department of Atomic Energy stating that the amount claimed is due by way of loss or damage caused to, or suffered by, the Purchaser by reason of any breach by the said Contractor of any of the terms and conditions contained in the said agreement or by reason of the contractors failure to perform the said agreement or by reason of unsatisfactory performance of the equipment during the Warranty period. Any such demand, made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs_____ (Rupees _____ only).

4. WE undertake to pay to the Purchaser the said sum of ₹_____ (Rupees_____Only), demanded notwithstanding any dispute or disputes raised by the Contractor(s), in any suit on proceedings pending before any Court or Tribunal relating thereto, our liability under this presents being absolute irrevocable and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have to no claim against us for making such payment.

5. WE HEREBY further agree that the decision of the Directorate of Purchase & Stores, Department of Atomic Energy as to the amount of damages suffered by the Purchaser by reasons(s) of any breach by the said Contractor or whether the said equipment is giving satisfactory performance or not during the Warranty Period as per the terms and conditions of the said agreement, shall be final and binding on us.

6. AND WE, the_____(Bank) do hereby further agree that our liability hereinunder shall not be discharged by virtue of any agreement between the Purchaser and the Contractor whether with or without our knowledge and/or consent and shall remain in full force and effect during the period that would be taken for the performance of the said agreement or by reason of the Purchaser showing any indulgence or forbearance to the Contractor whether as to payment, time for performance, or any other matter whatsoever relating to the contract, which but for this provision, would amount to discharge of the surety under the law.

7. THIS guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

8. OUR Guarantee shall remain in force until_____and unless a claim under the guarantee is lodged with us within three months from the said date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

9. Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of the guarantee can be made only by the beneficiary directly.

Dated the_____day of_____20
For_____
(Indicate the Name of bank)

ANNEXURE-V: BANK GUARANTEE FORMAT FOR RE-EXPORT/RETURN OF REJECTED FOR EQUIPMENT REPAIRS / REPLACEMENT. (By Indian/Foreign Contractor)

Director
Directorate of Purchase and Stores
Department of Atomic Energy,
On behalf of The President of India
Government of India,
V.S. Bhavan,
Mumbai- 400 094

Whereas on or about the_____day of_____20 , M/s._____a company having incorporated their office at_____(hereinafter referred to as 'the Contractor') entered into an Contract No._____dt._____(hereinafter referred to as 'the Contract') with the Director, Directorate of Purchase and Stores, Department of Atomic Energy, on behalf of the President of India, Government of India, (Hereinafter referred to as 'the Purchaser') for manufacture and supply of_____Nos. of(hereinafter referred to as the instrument') at a cost of_____(in words).

Whereas as per the terms and conditions of the Contract, the Contractor had delivered to the consignee all the_____Nos. of instruments, out of which_____No./s. of the instrument costing_____(in figure and words) was found defective and not working satisfactorily after its receipt by the consignee and therefore the instrument received from the Contractor was rejected by the Purchaser.

Whereas as per the terms and conditions of the Contract, the Contractor has agreed to either repair or replace the instrument, as is deemed fit, free of cost, to the purchaser within a period of_____months from the date of receipt of the rejected instrument by the Contractor, under the warranty conditions of the Contract.

Whereas, as per the Purchaser policy, the Contractor was required to furnish a Bank Guarantee for full value of the defective instrument/s amounting to_____(in figure and words) as a safeguard to the Purchaser on account of any damage/loss that may be caused or suffered by the Purchaser due to the Contractor's inability/failure to return the instrument duly repaired or supply a new instrument in replacement of the defective instrument within the specified time and also when the instruments lie under the Contractor's custody, control or possession.

Whereas the Contractor, based on the Purchaser's requirement has agreed to furnish such a Bank Guarantee as a safeguard to the Purchaser interest as indicated in para 4 above, valid till the return of the repaired instruments or a replacement thereof, to the Purchaser.

Whereas, we,_____(name and address of the Bank) (herein after referred to as 'the Bank'), in consideration the Purchaser having agreed to despatch the defective instrument to the Contractor's works on freight to pay basis and Contractor having agreed to repair and return the defective instrument duly repaired or arrange free replacement of the defective instrument on freight paid/CIF_____basis, do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding _____(in figure and words.) against any loss or damage that may be caused or suffered by the Purchaser by reason of the Contractor either no returning the repaired instrument or arrange free replacement within a specified time and also when the instrument lie under the custody, control or possession of the Contractor.

We, the Bank, do hereby undertake to pay to the Purchaser, the amount due and payable under this Guarantee, without any demur, merely on a demand from the Director, Directorate of Purchase and Stores, Department of Atomic Energy on behalf of the Purchaser, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of the Contractor either not returning the instrument duly repaired or arrange free replacement to the Purchaser and also when the instrument lie under the custody, control or possession of Contractor. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding _____(in figure and words).

We, the Bank, undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor/s or by agents in any suit or proceeding pending before any' court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor/s and the agents shall have no claim against us for making such payment.

And we, the Bank, hereby further agree that the decision of the said Director, Directorate of Purchase and Stores as to whether the Contractor has committed breach of any such terms and conditions of the Contract or not and as to the amount of damage or loss assessed by the said Director, Directorate of Purchase and Stores on account of such breach would be final and binding on us.

We, the Bank, further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time for performance by the said Contractor from time to time or to postpone for any time or from time to time, any of the powers exercisable by the Purchaser against the said Contractor/s and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor/s or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor/s or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank, the Contractor or the agent.

Our Guarantee shall remain in force until and unless a claim under the Guarantee is lodged with us within three months from that date, all rights of the Purchaser under the Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated at_____this_____day of 20 .

for (indicate the name of Bank with Postal address and Fax number)

ANNEXURE VI: BANKGUARANTEE FORMAT FOR RE-EXPORT OF REJECTED EQUIPMENT FOR REPAIRS / REPLACEMENT.

(By local agents of foreign Contractor)

Director
Directorate of Purchase and Stores
Department of Atomic Energy,
On behalf of The President of India
Government of India,
V.S. Bhavan,
Mumbai- 400 094.

Whereas on or about the_____day of_____20 , M/s._____, a company having incorporated their office at_____(hereinafter referred to as 'the Contractor') entered into a Contract bearing No._____dt._____(hereinafter referred to as 'the Contract') with the Director, Directorate of Purchase and Stores, Department of Atomic Energy, on behalf of the President of India, Government of India, Mumbai (Hereinafter referred to as 'the Purchaser') for manufacture and supply of Nos._____of (hereinafter referred to as the instrument') at a cost of_____(in figures and words). The Contract recognizes M/s._____ (name and address) as the Indian agent of the Principals M/s._____in India.

Whereas as per the terms and conditions of the Contract, the Contractor had delivered to the consignee all the_____instrument costing_____(in figure and words) was found defective and not working satisfactorily after its receipt by the consignee and therefore the instrument received from the Contractor was rejected by the Purchaser.

Whereas as per the terms and conditions of the Contract, the Contractor has agreed to either repair or replace the instrument, as is deemed fit, free of cost, to the purchaser within a period of _____months from the date of receipt of the rejected instrument by the Contractor, under the warranty conditions of the Contract.

Whereas, as per the Purchaser policy, the Contractor was required to furnish a Bank Guarantee for full value of the defective instruments amounting to (in figure and words) as a safeguard to the Purchaser on account of any damage/loss that may be caused or suffered by the Purchaser due to the Contractor's inability/failure to return the instrument duly repaired or supply a new instrument in replacement of the defective instrument within the specified time and also when the instruments lie under the Contractor's. custody, control or possession. As the Indian agent has agreed to furnish the Bank Guarantee on behalf of the Principal in this Contract, M/s._____is required to execute the Bank Guarantee.

Whereas the Contractor, based on the Purchaser's requirement has agreed to furnish such a Bank Guarantee as a safeguard to the Purchaser interest as indicated in para 4 above, valid till the return of the repaired instruments or a replacement thereof, to the Purchaser.

Whereas, we, (the name and address of the Bank) (herein after referred to as 'the Bank'), in consideration of the Purchaser having agreed to despatch the defective instrument to the Contractor's works on freight to pay basis and Contractor having agreed to repair and return the defective instrument duly repaired or arrange free replacement of the defective instrument on freight paid /CIF_____basis, do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding_____(in figure and words) against any loss or damage that may be caused or suffered by the Purchaser by

reason of the Contractor either not returning the repaired instrument or arrange free replacement within a specified time and also when the instrument lie under the custody, control or possession of the Contractor.

We, the Bank, do hereby undertake to pay to the Purchaser, the amount due and payable this Guarantee, without any demur, merely on a demand from the Director, Directorate of Purchase and Stores, Department of Atomic Energy, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of the Contractor either not returning the instrument duly repaired or arrange free replacement to the Purchaser and also when the instrument lie under the custody, control or possession of Contractor. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding

_____(in figure and words).

We, the Bank, undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor/s or by agents in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor/s and the Indian agents shall have no claim against us for making such payment.

And we, the Bank, hereby further agree that the decision of the said Director, Directorate of Purchase and Stores as to whether the Contractor has committed breach of any such terms and conditions of the Contract or not and as to the amount of damage or loss assessed by the said Director, Directorate of Purchase and Stores on account of such breach would be final and binding on us.

We, the Bank, further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time for performance by the said Contractor from time to time or to postpone for any time or from time to time, any of the powers exercisable by the Purchaser against the said Contractor/s and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor/s or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor/s or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank, the Contractor/s or the agents.

Our Guarantee shall remain in force until_____and unless a claim under the Guarantee is lodged with us within three months from that date, all rights of the Purchaser under the Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated at_____this_____day of_____20

for (indicate the name of Bank with Postal address and Fax number)

ANNEXURE-VII: INDEMNITY BOND FOR FREE ISSUE MATERIAL (FIM)
(TO BE SUBMITTED BY INDIAN CONTRACTOR)

Director
Directorate of Purchase and Stores
Department of Atomic Energy,
On behalf of The President of India
Government of India,
V.S. Bhavan,
Mumbai- 400 094.

We, M/s_____hereafter referred to as the "Contractor" shall indemnify Director, Directorate of Purchase and Stores, Department of Atomic Energy, on behalf of the President of India, Government of India, Mumbai (hereinafter referred to as 'the Purchaser') and keep the Purchaser indemnified to the extent of the value of FIM to be issued till such time the entire Contract is executed and proper account for the FIM is rendered and the left over/surplus and scrap items are returned to the Purchaser. The Contractor shall not utilize the FIM for any job other than the one contracted out in this case and also not indulge in any act, commission or omission or negligence which may cause/result in any loss/damage to the Purchaser and in which case, the Contractor shall be liable to pay full compensation to the Purchaser to the extent of damage/loss as assessed by the Purchaser. The decision of the Purchaser will be final and accepted by the Contractor. The Contractor shall be responsible for the safety of the FIM after these are received by him and all through the period during which the materials remain in his possession/control/custody. The FIM on receipt at the Contractor's works shall be inspected by him for ensuring safe and correct receipt of FIM. The Contractor shall report the discrepancies, if any, to the purchaser immediately but not later than five working days from the date of receipt of FIM. The Contractor shall take all necessary precautions against any loss, deterioration, damage or destruction of the FIM from whatever cause arising whilst the said FIM remain in his possession/custody or control. The FIM shall be inspected periodically at regular intervals by the Contractor for ensuring safe preservation and storage and maintain inspection report. The Contractor shall also not mix up the FIM in question with any other goods and shall render true and proper account of the FIM actually used and return balance/remaining/unused FIM on hand and scrap within the delivery date. If it is not possible to return balance remaining unused FIM on hand and scrap within the delivery date, the Contractor hereby authorizes the Purchaser to deduct the difference between the cost of FIM supplied and the cost of FIM actually used from the amount payable to the Contractor. The Contractor shall also indemnify the Purchaser to compensate the difference in cost between the actual replacement cost of FIM lost/damaged and the claim settled in favour of the Purchaser by the insurance company. The decision of the Purchaser, as to whether the Contractor has caused any loss, destruction, damage or deterioration of FIM while in his possession, custody or control from whatever cause arising and also on the quantum of damage suffered by the Purchaser, shall be final and binding upon the Contractor.

Dated at_____this_____day of_____20

Signature of Contractor

ANNEXURE-VIII: BANK GUARANTEE FORMAT FOR SUPPLY OF FREE ISSUE MATERIAL
(By Indian/Foreign Contractor)

Director
Directorate of Purchase and Stores
Department of Atomic Energy,
On behalf of The President of India
Government of India,
V.S. Bhavan,
Mumbai- 400 094

Whereas on or about the_____(date), the President of India, acting through the Director, Purchase & Stores, Directorate of Purchase & Stores, Department of Atomic Energy, on behalf of the President of India, Government of India,(hereinafter referred to as the Purchaser) has entered into a Contract bearing No._____dated_____for manufacture, inspection, testing and safe delivery of_____(herein after referred to as the equipment) with M/s. _____ having their office at_____(hereinafter referred to as the Contractor.)

And whereas in terms of the above said agreement, the Purchaser is required to supply free issue materials costing Rs._____as listed out in the agreement for the manufacture of the equipment at the Contractor's site, and that the Purchaser has agreed to authorize the Contractor to collect the free issue materials from the Purchaser's site subject to the Contractor furnishing a Bank Guarantee for Rs._____ in a manner herein specified towards the safeguard of free issue materials.

Now, we_____(bank) in consideration of the Purchaser having agreed to authorize issue of free issue material for collection by the Contractor, hereby undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of the full value of the free issue material till such time the materials are lying under the custody/possession/control of the Contractor and till the equipment along with balance material, if any, are received by the Purchaser after manufacture of the equipment.

We,_____(bank) do hereby undertake to pay to the Director, Purchase & Stores, Department of Atomic Energy, the amount due and payable under this Guarantee without any demur, merely on a demand from the Director, Purchase & Stores Department of Atomic Energy, on behalf of the Purchaser stating that the amount claimed is due by way of loss, destruction, deterioration or damage caused to or suffered by the Purchaser to the purchaser's material thereby resulting in a loss to the Purchaser while they are lying under the Contractor's custody, possession or control or on account of the Contractor's failure to fulfill any of the contractual obligations.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____

We,_____(Bank) undertake to pay to the Purchaser any money so demanded

notwithstanding any disputes raised by the Contractors in any suit or proceeding dispute or any pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. They payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractors shall have no claim against us for making such payments.

We,_____(Bank), also agree that the decision of the Director, Purchase & Stores, Department of Atomic Energy, Mumbai as to whether the Contractor has caused any loss/destruction or deterioration or damage to the Purchaser's material while these are lying under his custody/possession/control from whatever cause arising as also on the quantum of damage suffered by the Purchaser shall be final and binding on us.

We,_____(bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time for performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractors or for any forbearance, act or omission on the part of the said Purchaser or any indulgence by the Purchaser to the said Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to change in the constitution of the Bank or the Contractors.

Our Guarantee shall remain in full force until_____and unless a claim under the guarantee is lodged with us within six months from that date all rights of the Purchaser under the guarantee shall be relieved and discharged from all liabilities thereunder.

Dated_____this_____day of_____20___

for (indicate the name of Bank with Postal address and Fax number)

ANNEXURE-IX: BANKGUARANTEE FORMAT FOR FIM
(Foreign Currency Contract)
(to be executed by the Indian Agent)

Director
Directorate of Purchase and Stores
Department of Atomic Energy
On behalf of The President of India
Government of India,
V.S. Bhavan,
Mumbai- 400 094

Whereas on or about the_____day of_____20 , M/s._____, a company having incorporated their office at_____(hereinafter referred to as 'the Contractor') entered into a Contract bearing No._____dt._____(hereinafter referred to as 'the Contract') with the Director, Directorate of Purchase and Stores, Department of Atomic Energy, on behalf of the President of India, Government of India, Mumbai (Hereinafter referred to as 'the Purchaser') for manufacture and supply of Nos._____of (hereinafter referred to as the instrument') at a cost of_____(in figures and words). The Contract recognizes M/s._____ (name and address) as the Indian agent of the Principals M/s._____in India.

And whereas in terms of the above said agreement, the Purchaser is required to supply free issue materials costing Rs._____as listed out in the agreement for the manufacture of the equipment at the Contractor's site, and that the Purchaser has agreed to authorize the Contractor to collect the free issue materials from the Purchaser's site subject to the Contractor furnishing a Bank Guarantee for Rs._____in a manner herein specified towards the safeguard of free issue materials. As the Indian agent has agreed to furnish the Bank Guarantee on behalf of the Principal in this Contract, M/s._____is required to execute the Bank Guarantee.

Now, we_____(bank) in consideration of the Purchaser having agreed to authorize issue of free issue material for collection by the Contractor, hereby undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of the full value of the free issue material till such time the materials are lying under the custody/possession/control of the Contractor and till the equipment along with balance material, if any, are received by the Purchaser after manufacture of the equipment.

We,_____(bank) do hereby undertake to pay to the Director, Purchase & Stores, Department of Atomic Energy, the amount due and payable under this Guarantee without any demur, merely on a demand from the Director, Purchase & Stores Department of Atomic Energy, on behalf of the Purchaser stating that the amount claimed is due by way of loss, destruction, deterioration or damage caused to or suffered by the Purchaser to the purchaser's material thereby resulting in a loss to the Purchaser while they are lying under the Contractor's custody, possession or control or on account of the Contractor's failure to fulfill any of the contractual obligations.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____

We,_____(Bank) undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or any disputes raised by the Contractors in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. They payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractors shall have no claim against us for making such payments.

We,_____(Bank), also agree that the decision of the Director, Purchase & Stores, Department of Atomic Energy, Mumbai as to whether the Contractor has caused any loss/destruction or deterioration or damage to the Purchaser's material while these are lying under his custody/possession/control from whatever cause arising as also on the quantum of damage suffered by the Purchaser shall be final and binding on us.

We,_____(bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time for performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractors or for any forbearance, act or omission on the part of the said Purchaser or any indulgence by the Purchaser to the said Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to change in the constitution of the Bank or the Contractors.

Our Guarantee shall remain in full force until_____and unless a claim under the guarantee is lodged with us within six months from that date all rights of the Purchaser under the guarantee shall be relieved and discharged from all liabilities thereunder.

Dated_____this_____day of_____20___

for (indicate the name of Bank with Postal address and Fax number)

ANNEXURE-X: FORMAT FOR HINDRANCE REGISTER

Sl. No.	From	To	Nature of Hindrances in execution of Contract	Remarks with signature of Contractor	Remarks with Signature of Purchaser's representative

Annexure - XI

Self-Certification under preference to Make in India order Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by Ministry of Commerce and Industry and subsequent amendment of the order dt. 16th September 2020, we hereby certify that we, M/s. are local supplier meeting the requirement of minimum local content (i.e. amount of value addition) _____ % as defined in above orders for the item/s against Enquiry/Tender No. Details of location at which local value addition is made for the item/s are as follows:

_____

_____

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of the vendor with stamp

ANNEXURE-XII

Annexure to Bid Form: Eligibility Declarations

(To be submitted as part of tender/Technical Bid)
(on company letter head)
(Along with supporting documents, if any)

Tender Document No. DPS/XXXX
Tender Tile: Goods
Bidder's Name: _____
(Address and contact details)
Bidder's Reference No._____ Date:_____

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.

"We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

_____
(Signature with date)

_____
(Name and designation)
Duly authorized to sign Bid for and on behalf of

_____
(Name & address of the Bidder and Seal of Company)

SECTION 'D'

TECHNICAL SPECIFICATIONS OF STORES

AND

DRAWINGS

Please see attachment to the tender

Signature Not Verified

Digitally signed by DEEPENDER PRATAP SINGH
Date: 2026.04.15 17:24:23 IST
Location: eProcure-EPROC