

ADDITIONAL INSTRUCTIONS TO TENDERERS TO BE INCORPORATED IN THE EXISTING INSTRUCTIONS TO TENDERERS AND TENDERING CONDITIONS.

1. Payment Terms:

The purchaser's standard payment terms as specified in Form No. DPS P-22 & DPS P-11, (i, e. the General Conditions of all Contracts and Special conditions of Contracts governing supplies of Plant and Machinery) , are full payment after receipt and acceptance of the stores by the purchaser.

In case any of the tenderers seek advance or progressive payment prior to delivery of the material, such requests can be considered only in exceptional cases of large value items, in which case, the tenderer will be required to furnish a Bank Guarantee for an equivalent amount of the advance/progressive payment sought for, valid till the execution of the contract. The Bank Guarantee shall be got executed as per the purchaser's format from any of the nationalized/scheduled Bank.

Besides, the offers of the tenderers seeking advance/progressive payment will be evaluated by loading 12% interest charges on the amount of advance desired, up to the delivery period quoted.

In case any of the tenderers quote pro-rata payment for the stores to be supplied, they should clearly mention in their offer the maximum number of installments of supply. However, such installment delivery and pro-rata payment will be considered only in respect of contracts involving large value and sizeable quantity of items, and the maximum number of installments shall be normally restricted to four (4).

2. Interest for delay in supply beyond the contractual delivery date:

Wherever advance payments are sought for by the contractor and admitted in the contract, against Bank Guarantee for equivalent amount, in the event of any delay in supply beyond the contractual delivery date for reasons attributable to the contractor, interest charges @ 12% shall be levied for the period beyond the contractual delivery date, on the amount of balance advance payment to be adjusted.

3. Installation and commissioning

a) Wherever, the purchaser's invitation to tender calls for installation and commissioning or supervision of installation and commissioning of the instrument/equipment by the tenderer, the tenderer must clearly and separately quote the prices for the supply of the stores and the charges and the terms for installation and commissioning or supervision of installation and commissioning, as the case may be. The charges towards installation and commissioning should not be included in the price of the stores.

b) In respect of contracts involving installation and commissioning by the overseas supplier where identifiable charges for the same has been quoted by the tenderer, he shall bear the Income-tax liability as per the rates prevailing at the time of undertaking the job in accordance with the Income-tax Act in force in India, which at present is 20% on the installation and commissioning charges.

4. Performance Bond Bank Guarantee:

In the event of acceptance of the offer in respect of plant, machinery, equipment, instrument etc., the tenderer will be required to submit a Performance Bond Bank Guarantee for 1 0% of the value of the contract from a nationalized/scheduled bank on a non-judicial Stamp Paper of appropriate value, valid till the warranty period as per the purchaser's format, towards satisfactory performance of the plant, machinery, equipment, instrument etc. during the warranty period. In case of non-submission of the performance bond Bank Guarantee by the contractor; an amount equivalent to 10% of the total value of the contract will be retained till the expiry of the warranty period of the stores. The offers of the tenderers, who are not agreeable to furnish a Performance Bond Bank Guarantee or retaining of the 1 0% of the order value till the warranty period, are likely to be rejected.

5. Excise Duty :

The purchases made for the Research Institutions under the Department of Atomic Energy are entitled for Excise Duty Exemption as per Notification No.1 0/97 -Central Excise dt. 1.3.1997. Necessary Excise Duty Exemption Certificate will be provided by the purchaser after placement of order, but prior to dispatch of the material.

Since this Directorate handles the purchases for both Research Institutions and Industrial Units under the Department of Atomic Energy, the bidders should not include the Excise duty in the quoted price, which can put them into a disadvantageous position. They' should, however, quote separately the percentage/quantum of excise duty applicable.

Excise Duty Exemption Certificate will be issued only in favour of the contractor with whom the purchase order is placed for the end product and not in favour of the third party. However, in case the offer is received from a sole-selling agent of the original equipment manufacturer for. Witch documentary proof should be submitted, issue of. Excise Duty Exemption Certificate In favour of the original equipment manufacturer can be considered, provided such request is made in the original offer.

If a tenderer is availing CENVAT credit facility, this fact should be clearly indicated in the tender. In the event of supplies being meant for R&D unit for the items as per Notification No. 10/97-Central Excise dated 1.3.1997, claim for reversal of CENVAT if any. should also be brought out in the tender itself separately.

Wherever Excise Duty is payable in respect of requirements for Industrial Units under the Department of Atomic Energy, Excise Duty will be re-imbursed only against submission of original Buyer's copy of

invoice/invoice-cum-challan duly signed by the authorized representative of the company with details relating to payment of Excise Duty to Government duly filled in.

Irrespective of issue of Excise Duty Exemption Certificate, for the purpose of comparison of the offers, the Purchaser will take into account the Excise Duty as normally applicable, unless the tenderer himself is specifically exempted from payment of Excise duty under any other Notification, which fact should be clearly brought out in the tender.

The tenderer shall be solely responsible for the declaration regarding Excise Duty made in his offer and shall indemnify the purchaser from any claim/liability from the Excise authorities at any stage.

6. Custom duty:

The purchaser is entitled for assessment of Custom Duty at the concessional rate of 5% as per Amendment No. 24/2002-Custom dt. 1.3.2002 to Customs Notification No.51/96-Custom dt. 23.7.1996, issued by the Department of Revenue, Ministry of Finance in respect of purchases made for the Research Institutions under the Department of Atomic Energy, and the purchaser will obtain and provide the requisite certificate from the appropriate authority for availing of the concessional rate of custom duty.

Since this Directorate handles the purchases for both the Research Institutions and Industrial Units under the Department of Atomic Energy, in case an Indian supplier/agent submits an offer for supply of out rightly imported stores in Indian Rupees, they should quote the price for sale on High-Seas, i.e. CIF Port of Destination (like CIF Mumbai, CIF Chennai etc.). However, the transit insurance for the same should be taken from an Indian Insurance company nominated by the purchaser, so as to provide insurance coverage from anywhere in the world to anywhere in India. The Custom Clearance of the consignment in such cases will be arranged by the purchaser.

Wherever, against a requirement, both indigenous as well as imported offers are received, the offers for imported stores will be evaluated on the basis of the total landed cost after loading the custom duty and other levies as may be applicable from time to time for taking purchase decision.

7. Purchase preference:

In case any of the Central Public Sector Enterprise submit an offer, they will be eligible for purchase preference when they compete with the private sector units as per the policy of the Government of India in force at the time of evaluation, provided their offer is technically suitable and the difference in price quoted by them and the lowest technically acceptable offer is within the 10%, and the Central Public Sector Enterprise is willing to match their price with that of the lowest tenderer.

8. Price preference:

In case a Small Scale Industrial Unit registered with NSIC submits an offer and if the offer is found to be technically suitable, they will be eligible for Price Preference when, they compete with large scale industrial units as per the policy of the Government of India in force at the time of evaluation.

9. Offers from Indian Agents on behalf of foreign suppliers:

In case the tender is submitted by an Indian supplier/Indian agent on behalf of their foreign suppliers/principals, following documents should be submitted with the tender, failing which, their offer is liable to be ignored:

- a) Photocopy of the Agency Agreement between the Principals and the Indian Agents showing the percentage or the quantum of agency commission payable and a Letter of Authority from the Principals authorizing the Indian Agents to submit the tender on their behalf.
- b) Copy of Registration Certificate with DGS&D or this Directorate (DPS.)
- c) The type and nature of after sales services to be rendered by the Indian Agent.

The Indian Agents are allowed to quote on behalf of only one foreign Principal/Supplier against this tender.

10. Security Deposit Bank Guarantee:

In the event of acceptance of an offer, the tenderer will be required to submit a security deposit for 10% of the value of the order only in the form of Bank Guarantee valid till the satisfactory fulfillment of the entire contractual obligations, to be executed by a nationalized/scheduled Bank, on the requisite Non-judicial Stamp Paper, as per the purchaser's format. In case the tenderer is registered with DGS&D, NSIC or with this Directorate, they can be considered for exemption from Security Deposit to the extent of the monetary limit of such registration, provided the past performance of the Contractor is satisfactory.

In respect of contracts beyond the monetary limits of such registration, the Contractor shall furnish a Bank Guarantee for 10% of the excess value, towards Security Deposit.

11 .Conditional Discount:

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

12. Past Performance :

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfillment of terms and conditions of the contract, their offer is liable to be rejected by the purchaser.

13. Capacity & Financial Standing:

In case it is found that the tenderer does not possess the requisite infrastructure, capacity, capability and their financial standing is not satisfactory, such tender is liable to be rejected by the purchaser.

14. EXPORT LICENCE I EXPORT PERMISSION:

It is entirely the responsibility of the suppliers who are quoting for materials of foreign origin to ensure obtaining export permission/licence/authorisation as required from the respective Government before arranging shipment. This Department would not accept post supply inspection by any agency/authority of any foreign country. It is, therefore, necessary that the vendors offering materials from foreign countries shall have thorough knowledge of export contract regulations in vogue in those countries. The vendors 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 materials, while seeking export permission/licence. Post supply inspection, contrary to the terms and conditions of purchaser's contract shall be deemed to be null and void. This Department reserves the right to reject any offer, which is not in conformity with the above instructions.

Whenever an End-use Certificate is desired by the contractor, the same shall be clearly mentioned in the offer and the purchaser shall provide an End-user Certificate as per the format given below. The Purchaser will not provide any other document/declaration in this regard.

END USER 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".

15. Country of Origin:

Wherever the tenders are for imported stores, the Country of Origin of the stores must be clearly specified in the offer.

16. Confidentiality:

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 Contractor, and should not be disclosed or passed on to any other person/firm without the prior written consent of the Purchaser. This clause shall apply to the sub-contractors, consultants, advisers or the employees engaged by the contractor.

17. Restricted Information Categories under Section 18 of the Atomic Energy Act, 1962 and Official Secrets under Section 5 of the Official Secrets Act, 1923 :

Any contravention of the above-mentioned provisions by the contractor, sub- contractor, consultant, adviser or the employees of the contractor will invite penal consequences under the aforesaid legislation.

18. Prohibition against use of the name of any Institution of Department of Atomic Energy without permission for publicity purposes:

The Contractor or sub-contractor, consultant, adviser or the employees engaged by the contractor 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.

19. Compliance with the Security Requirements of the Purchaser:

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 Purchasers premises, wherever authorised by the Purchaser.

20. Products With "ISI" Mark:

Products with ISI mark will be preferred. In respect of the following categories of items, Purchaser will consider offers for products with ISI Mark only:

1. Fire Extinguishers.
2. Building Materials
3. PVC Pipes and fittings
4. Agricultural implements & sprayers
5. Medical Instruments (such as syringes, needles, BP apparatus etc.)

21. Rates to be Quoted in Figures & Words:

The tenderers shall ensure that the rates quoted by them are given both in figures and worts failing which the tenders are liable to be rejected.

22. Permanent Account Number (PAN) :

Tenderers are required to submit a true copy of the PAN Card/Letter and copy of the factory Registration/Licence or shop establishment certificate as applicable with the quotation, failing which the tenders are liable to be rejected.

23. FREE ISSUE MATERIAL: *(This clause shall apply only to contracts for supply of fabricated equipment with purchaser's Free Issue Materials (FIM)).*

Wherever contracts envisage supply of Free Issue Material (FIM) by the Purchaser to the contractor for fabrication of the contracted equipment/stores, such Free Issue Material shall be safeguarded by an insurance policy to be provided by the Contractor at his own cost for the full value of such materials and the insurance policy shall cover, the following risks specifically and shall be valid for six months beyond the contractual delivery date:

1. **RISKS TO BE COVERED:** Any loss or damage to the Purchaser's materials 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 materials falling on purchaser's materials.

2. INSURED BY :

(Name of the Contractor)

3. BENEFICIARY :

The President of India, acting through
The Director, Purchase & Stores,
Directorate of Purchase & Stores,
Department of Atomic Energy,
Government of India;
Vikram Sarabhai Bhavan: 1 st Floor,
Anushaktinagar, Mumbai -400094.

**4. AMOUNT FOR WHICH
INSURANCE POLICY TO BE
FURNISHED**

The amount will be indicated in the respective
Contract.

Free Issue Material (FIM) will be issued to the Contractor only after receipt of the Insurance Policy 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.

Notwithstanding the insurance cover taken out by the Contractor as above, the Contractor shall indemnify the Purchaser and keep the Purchaser indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to the Purchaser. The contractor shall not utilize the Purchaser's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to the Purchaser and in which case, the Contractor

shall be liable to the Purchaser to pay compensation to the full extent of damage/loss. The Contractor, shall be responsible for the safety of the free issue materials after these are received by them and all through the period during which the materials remain in their possession/control/custody. The free issue materials on receipt at the Contractor's works shall be inspected by them for ensuring safe and correct receipt of the material. The Contractor shall report the discrepancies, if any, to the Purchaser within 5 days from the date of receipt of the material. The Contractor shall take all necessary precautions against any loss, deterioration, damage or destruction of the FIMs from whatever cause arising whilst the said materials remain in their possession/custody or control. The free issue materials shall be inspected periodically at regular intervals by the Contractor for ensuring safe preservation and storage. The Contractor, shall also not mix up the materials in question with any other goods and shall render true and proper account of the materials actually used and return balance remaining unused material on hand and scrap along with the final product and if it is not possible within a period of one month from the date of delivery of the final product covered by this purchase order. The Contractor, shall also indemnify the Purchaser to compensate the difference in cost between the actual cost of the free issue material lost/damaged and the claim settled to the Purchaser by the insurance company. The decision of the Director, Purchase & Stores, Directorate of Purchase & Stores, Department of Atomic Energy, Mumbai, as to whether the Contractor has caused any loss, destruction, damage or deterioration of the free issue materials while in his possession, custody or control from whatever cause arising and also on the quantum of damage suffered by the government, shall be final and binding upon the Contractor.