

भारत सरकार/GOVERNMENT OF INDIA
परमाणु ऊर्जा विभाग/DEPARTMENT OF ATOMIC ENERGY
क्रय एवं भंडार निदेशालय/DIRECTORATE OF PURCHASE AND STORES

Invitation to Tender

1. Director, Directorate of Purchase and Stores, Department of Atomic Energy, Government of India, for and on Behalf of the President of India, invites **Online Bids** for sale of Stores, in accordance with the Seller's list of stores. The conditions of sale for sale, which will govern the contract for sale pursuant to the tender are given below.
2. Bidders interested to submit the bid are requested to go through the contents of Tendering Conditions and General Conditions of Sale (Annexure-A). Bidders have to ensure that the bid is submitted online on or before the due date and time indicated in the NIT and for the stores indicated therein and upload signed undertaking in Annexure-B appended herewith.
3. Items can be inspected by bidders carrying a valid Material Inspection Pass, which will be issued to interested bidders on any working day of the seller between 10:30 hours and 15:30 hours except on Saturdays, Sundays and Public Holidays, as per the schedule given in the NIT. Application with details in Annexure-C must be submitted for issue of Material Inspection Pass to the concerned Assistant Stores Officer indicated in NIT at least two days in advance of their proposed visit.
4. Bidders participating for items categorized as e-waste/hazardous items etc., shall upload, along with bid, a scanned copy of certificate from Pollution Control Board to buy and recycle such items, failing which the bid for such item(s) shall not be considered. The Certificate should be valid till at least one month after satisfactory completion date of the said contract.
5. Off line bids including hard copy in any form will not be considered.

Stores Officer/Assistant Stores Officer
for and on behalf of the President of India

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**Tender Conditions and General Conditions of Sale
applicable to contracts for sale of stores by the
Directorate of Purchase and Stores.**

1. DEFINITIONS AND INTERPRETATIONS

In the invitation to tender, tender conditions, General Conditions of Sale, unless otherwise require the following interpretations shall be valid

- a. **“Bid”** means an offer or quotation submitted against a notice inviting tenders within the due date and time mentioned in the NIT.
- b. **“Bidder”** means an individual, a firm, or a company whether incorporated or not, a legal entity which can be sued in a competent court of law, 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.
- c. **“Contract or Sale Order”** means and comprises of a letter or e-mail or ink signed or digitally signed document conveying acceptance of bidder’s bid submitted in response to the invitation to the tender and the General conditions of Sale along with any other document annexed with the tender document and any subsequent amendment/alterations thereto made on the basis of mutual agreement.
- d. **“Days”** includes, holidays and working days.
- e. **“Director, Directorate of Purchase and Stores”** means Director, Directorate of Purchase and Stores, Department of Atomic Energy, and include the Deputy Director, Stores Officer, Assistant Stores Officer or any other Officer authorized for the time being to execute the Contract relating to the sale of stores on behalf of the seller.
- f. **“Duration of the Contract”**: Duration of the contract is as indicated in the NIT.
- g. **“Lot”** means bunch of specified stores available at a demarcated location either in quantity or area as specified in the NIT.
- h. **“Notice Inviting Tender (NIT)”** means invitation to the tender and the General conditions of Sale along with any other document annexed with the tender document and any subsequent amendments/alterations thereto up to the date of opening of the tender.
- i. **“Purchaser”** means a successful bidder with whom a contract agreement has been entered into by the Seller and shall be deemed to include his successors, legal representatives, heirs, executors and administrators.
- j. **“Sale Value”** means the value of stores stated in the contract.
- k. **“Seller”** means the Director, Directorate of Purchase and Stores on behalf of the President of India and includes his successors or assigns.
- l. **“Stores”** means the goods specified in the NIT and/or contract, which the purchaser has agreed to purchase under the contract.
- m. **“Parties”** means the contractor and the seller.

PART-A

TENDER CONDITIONS

1 MANNER AND METHOD FOR SUBMISSION OF BID

- 1.1 Bids must be submitted online (at <https://etenders.dpsdae.gov.in>) on or before the due date and time for submission. Physical bid or bid in any other mode shall not be accepted.

2 OPENING OF BIDS

- 2.1 Unless otherwise preponed or postponed the bids will be opened online on the date and time of opening mentioned in the Notice Inviting Tender (NIT).
- 2.2 The Bidders can view status of their bids online by logging in with valid user id after the tender is opened.

3 DECLARATION OF HOLIDAY

- 3.1 If the date specified for opening of the tender is declared as holiday by the competent authority due to any reason whatsoever, then the date for opening of the tender shall automatically get postponed to the next working day.

4 EARNEST MONEY DEPOSIT (EMD)

- 4.1 All participating bidders are required to submit EMD as indicated in the NIT in a separate envelope super scribing the tender number and due date against each group of items for which they desire to participate, by way of a "Demand Draft" drawn in favour of the authority indicated in the NIT on or before the due date and time of submission of the bid.
- 4.2 Bids without requisite EMD shall be rejected outrightly. The EMD will not carry interest.
- 4.3 If the bidders bid for only a few items in a particular group of stores, they shall be required to pay the full EMD specified for that particular group of stores.
- 4.4 The EMD in respect of unsuccessful bidders will be returned/refunded through electronic mode as per bank details provided by the bidder or returned to the bidder by Speed/Registered Post within fourteen working days from the date of opening of the bid as far as possible.
- 4.5 EMD amount of the successful bidder will be adjusted and retained towards Security Deposit and balance amount of Security Deposit, if any, due from the successful bidder shall be deposited by him within 15 days of date of the Bid Acceptance Letter (refer clause 10 below). If amount is available after adjusting EMD with security deposit, it shall be adjusted with sale value and income tax to the extent available. Balance due from the bidder, if any, shall be paid after receipt of sale order within the period specified therein. Excess amount after adjusting Security Deposit & total cost of offered material inclusive of taxes, if any, will be returned while settling final account after successful execution of the contract along with security deposit.

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

4.7 If the successful bidder fails to furnish the required Security Deposit within the stipulated time, the EMD furnished shall be forfeited.

5 VALIDITY OF THE BID

5.1 The bid shall be valid for the period mentioned in the NIT from the date of opening of the tender failing which the bid shall be rejected.

6 INSPECTION OF STORES

6.1 The material for sale is offered on “**AS IS WHERE IS**” basis and “**AS IS WHAT IS**” basis. The items (listed in Annexure “D”) can be inspected at the location shown in the NIT **between 1030 hours and 1530 hours** on working days with prior appointment with Assistant Stores Officer concerned. Application with details in Annexure-C must be submitted for issue of Material Inspection Pass to the contact person indicated in the NIT at least two days in advance of their proposed visit.

6.2 The Material Inspection Pass serves as an entry permit for only two persons, to the identified premises. These persons must carry any of the following valid Photo Identity Card issued by Government Authority such as Driving License, Election Photo Identity Card, PAN Card, Passport or Aadhaar Card.

6.3 The material inspection shall be allowed only twice to each bidder.

6.4 The stores are sold on the assumption that bidders have inspected the lots and aware of what they are buying, whether they have inspected them or not and the principle of “**CAVEAT EMPTOR**” shall apply. No complaint shall be entertained and no reliance may be placed on any description.

7 RIGHT OF ACCEPTING / REJECTING BID

7.1 The seller reserves the right of accepting or rejecting any bid for any one or all of the stores of the tender in part or in full without assigning any reason whatsoever nor the seller is bound to accept the highest bid.

7.2 Bid having deviations from the Invitation to tender, tender conditions and general conditions of Sale shall be rejected outrightly.

8 EVALUATION OF BIDS

8.1 Eligible bids will be evaluated on total evaluated cost basis as per NIT conditions.

9 ONE BID PER BIDDER

9.1 Each bidder shall submit only one bid for each tender. If a bidder submits or participates single or jointly in more than one bid for the tender such bids will be rejected without assigning any reason. EMD of such bidders who have submitted more than one bid shall also be forfeited.

9.2 If participation of any bidder leads to conflict of interest, the bid(s) shall be rejected without any notice and in addition to the penal action as may be imposed by the seller.

10 BID ACCEPTANCE LETTER

10.1 In case the EMD is insufficient to be converted into security deposit a bid acceptance letter will be issued to the successful bidder communicating acceptance of the bid submitted by the successful bidder instructing the bidder to make payment of security deposit within 15 (fifteen) days of the date of the bid acceptance letter.

10.2 The successful bidder to whom bid acceptance letter is issued shall make payment of security deposit as per the bid acceptance letter within 15 days of the date of the bid acceptance letter. If the bidder fails to make payment of security deposit as per the bid acceptance letter, the bidder is liable to be de-enrolled from the e-tender portal or suspended for further participation in tender of DPS for a maximum period of one year, in addition to forfeiture of EMD.

PART-B

GENERAL CONDITIONS OF SALE

1 SECURITY DEPOSIT

- 1.1 Security Deposit shall be an amount equivalent to 10%(ten per cent) of the sale value. Security Deposit will be free of interest and shall be returned only after satisfactory completion of the contract, within 30(thirty) days from the completion of the contract.

2 STATUTORY LEVIES

- 2.1 Bidders who wish to participate in this tender must be registered under **GST**(Goods and Services Tax). GST as applicable shall be paid by the successful bidder on Reverse Charge Mechanism.
- 2.2 Other Statutory levies, as applicable during the currency of the contract, shall be levied/added by the seller which will be paid by the Purchaser over and above the sale value.

3 DURATION OF CONTRACT

- 3.1 The contract shall be valid for the period mentioned in the NIT(in price bid Form) from the date specified in the contract issued by the seller.

4 EXTENSION OF DURATION OF THE CONTRACT

- 4.1 Time is the essence of the contract. However the seller may extent validity of the contract due to force majeure only. The contract shall be treated as expired on the last day given in the sale order unless extended by the seller due to force majeure.

5 PAYMENT TERMS

- 5.1 The Purchaser shall arrange to remit the sale value within 15 days of the date of the contract. The purchase shall lift the stores only after full payment is made.
- 5.2 For sale value of stores offered on different lots or on weight basis exceeding ₹ 20 lakh(Rupees twenty lakh), payment in instalment may be considered on written request. In such cases lifting of stores by the purchaser shall be proportionate to the amount paid by the purchaser. Individual lot shall be lifted as a whole. However, payment of total sale value and lifting of stores as indicated in the contract shall be completed within the validity of the contract.
- 5.3 If the purchaser does not pay the full cost of stores offered to him within the stipulated period given in the contract or does not lift the full quantity of stores offered to them within the time period stipulated in the contract or does not comply with any of the conditions of the contract, their security deposit shall be forfeited and the contractor shall not be permitted to lift the material after contract period is over.
- 5.4 The purchaser shall not have any right to stores remaining at the site at the end of the contract if the purchaser has lifted quantity mentioned in the contract.
- 5.5 If full sale value of the stores offered is not received within 15 days of the date of the contract, the purchaser shall be liable to pay ground rent/demurrage charges @ 1%(one per cent) of sale value per week or part thereof, reckoned from the 16th day of the date of the contract calculated for the delayed period up to one week before the last day of the contract subject to clause 5.2 above.

6 COLLECTION OF STORES AND QUANTITY

- 6.1 The full quantity of stores mentioned in the contract should be lifted on “AS IS WHERE IS” basis and “AS IS WHAT IS” basis on or before the last date indicated in the contract.
- 6.2 No sorting, segregation or rejection whatsoever shall be allowed unless otherwise authorized by the competent authority in writing.
- 6.3 In case of General Scrap, the items of Capital/Fixture and Furniture in nature, if found at time of loading, shall be removed by the Seller.
- 6.4 Items if found to be not matching with the stores tendered will be removed by the seller during the lifting of the item by the purchaser.
- 6.5 The seller reserves exclusive right to inspect the stores during and/or after loading of stores and/or at any time before leaving the seller’s premises without giving any notice to the purchaser.
- 6.6 Collection of the stores shall be effected by the purchaser or authorised representatives of the Purchaser on production of proof of having deposited the amount to cover the sale value as stated in clause 5.1 or 5.2. The person deputed for collection of the stores is required to carry along with him/her the authority letter and photo identity proof as specified in this document.
- 6.7 The Purchaser shall bring their own containers, transport, required material handling equipment (i.e. Forklift/Crane/Towing Van, etc.) and labourers to collect the stores.
- 6.8 The collection of stores will be allowed only during the working hours on working days observed by the Unit and unless otherwise specifically authorized by the Seller in writing.
- 6.9 Weight of the empty vehicles before its loading of the stores and after loading of the stores will be taken at the Weigh Bridge of the Seller or at any other location at the discretion of Seller where stores are sold on weight basis.
- 6.10 The Seller reserves the right to remove, withdraw or utilise part or full of the stores offered for sale or not found to be in Public interest depending on the exigencies of the requirement of the Seller, without assigning any reason.
- 6.11 In the event of failure to make arrangements for lifting of the stores from time to time as contained in clause 6.1 above or non-lifting of the stores within the period stipulated in the contract after payment, the security deposit submitted shall be forfeited and the contract will be cancelled.
- 6.12 In case purchaser fails to lift the entire stores as per the contract, or not complying with any of the terms and conditions of sale, the seller reserves the right to reject bids submitted by such contractors against future Sale Tenders.
- 6.13 Quantity mentioned in the NIT/ contract is indicative. The purchaser may be permitted to lift more quantity than indicated in the contract by an order in writing issued by the seller if stores are still there. However the purchaser shall have no claim to lift more quantity than the quantity indicated in the NIT/contract.
- 6.14 In case of less quantity of stores found than indicated in the contract, the purchaser will have no right to claim for lifting remaining quantity i.e. difference between actual quantity and the quantity indicated in the contract.

6.15 In case of sale tender for vehicle, the purchaser shall be allowed to collect the vehicle only after furnishing relevant Regional Transport Office (RTO) forms duly signed by the Purchaser and getting clearance from the RTO.

7 DAMAGES

7.1 The Purchaser shall make good all losses or damages which is caused to or may be caused to any property of the seller or to any other person by any act or omission or default of the purchaser or his agent, person or servants of the Purchaser while in the premises of the seller as may be intimated by the seller in writing within 30 days of noticing the damages / losses.

8 INSOLVENCY

8.1 The seller may at any time terminate the contract if the purchaser is adjudicated insolvent by a competent court or enters into any agreement with creditors of a company being wound up voluntarily or otherwise and recover from the purchaser any loss or damage caused to or would be caused to resulting therefrom.

9 JURISDICTION

9.1 The courts within the local limits of whose jurisdiction the place from which the contract is issued is situated only shall, subject to clause No. 19 hereof, have exclusive jurisdiction to deal with and decide any matter arising out of this contract.

10 CODE OF INTEGRITY

10.1 No official of a selling entity or a bidder shall act in contravention of the codes which includes

10.1.1 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 selling process or to otherwise influence the selling 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 selling process.
- (d) improper use of information provided by the selling entity to the bidder with an intent to gain unfair advantage in the selling process or for personal gain.
- (e) any financial or business transactions between the bidder and any official of the selling entity related to the tender or execution process of the contract; which can affect the decision of the selling entity directly or indirectly.

- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the selling process.
 - (g) obstruction of any investigation or auditing of a selling process.
 - (h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- 10.1.2 Disclosure of conflict of interest.
- 10.1.3 Disclosure by the bidder of any previous transgressions made in respect of the provisions of clause 10.1.1 with any entity in any country during the last three years or of being debarred by any other selling entity.
- 10.2 The selling entity, 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/actions.
- 11 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**
- 11.1 Any sum of money paid by the Purchaser under any contract may be withheld or retained by way of lien by the seller or any other person or persons contracting through the Director, DPS due to defaulting/violating contractual obligations against any claim of the seller or such other person or persons in respect of a sum of money payable by the purchaser to the seller under any other contract made by the purchaser with the seller or with other such person or persons.
- 11.2 It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the seller will be kept withheld or retained as such by the seller till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, and that the purchaser shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money so withheld or retained under this clause and duly notified as such to the purchaser.
- 12 EXERCISING THE RIGHTS AND POWERS OF THE SELLER**
- 12.1 All the rights, discretions and powers of the seller under the contract shall be exercisable by and all notices on behalf of the seller shall be given by the Director, Deputy Director, Stores Officer, Assistant Stores Officer of the Directorate of Purchase and Stores or any person or persons authorized in writing to enter into contracts on behalf of the Director, Purchase and Stores and any reference to the opinion of the seller in the terms and conditions contained in the Tender Conditions and General Conditions of Sale shall mean and be construed as reference to the opinion of any of the persons mentioned in this clause.
- 13 LAW GOVERNING THE CONTRACT**
- 13.1 This contract shall be governed by the laws of India for the time being in force.

14 TERMINATION OF THE CONTRACT

- 14.1 In case of non-compliance of the terms and conditions of the contract the seller reserves the right to terminate the contract after serving notice to the contractor.
- 14.2 Security Deposit, if any, already available shall be forfeited.
- 14.3 In addition to the above, the contractor will be liable to be debarred and/or suspended.

15 FORCE MAJEURE

15.1 DEFINITION OF FORCE MAJEURE

- 15.1.1 Force Majeure shall mean any event which is beyond the control of the contractor or the seller, 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
 - 15.1.1.1 war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war
 - 15.1.1.2 rebellion, insurrection, mutiny, usurpation of civil or military government, civil commotion
 - 15.1.1.3 sale 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
 - 15.1.1.4 riot
 - 15.1.1.5 state/region/country wide transporters strike
 - 15.1.1.6 earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone hurricane, storm, lightning and pressure waves or other natural disaster
 - 15.1.1.7 nuclear event causing nuclear radiation, radioactive contamination

15.2 NOTICE OF FORCE MAJEURE

- 15.2.1 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 seller about occurrence of such event within the time frame specified, the contractor shall have no right to claim any provisions under clause 15.4 below (consequences of force majeure).

15.3 DUTY TO MINIMIZE THE EFFECT

- 15.3.1 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.

- 15.4 **CONSEQUENCES OF FORCE MAJEURE**
- 15.4.1 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 will be re-fixed in accordance with clause 17, 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
- 15.4.1.1 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.
- 15.5 **FORCE MAJEURE AFFECTING SUB-CONTRACTOR**
- 15.5.1 Conditions as enumerated in clause 15 will be applicable to sub- contractor.
- 15.5.2 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.
- 16 LIMITATIONS**
- 16.1 Anything in this Contract to the contrary notwithstanding
- 16.1.1 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
- 16.9.1.2 Force majeure shall not apply to obligations of either party to make payments to the other party under the contract.
- 17 HINDRANCES**
- 17.1 The contractor is required to maintain hindrance register for reporting hindrance if any, while executing the work, as per Annexure-III. The contractor shall get record of hindrances in the hindrance register(s) approved/ endorsed by the seller. Such hindrance in the work endorsed by the seller will only be taken into consideration for granting delivery date re-fixation.
- 18 DISPUTE REDRESSAL**
- 18.1 **Resolution of Disputes:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the contract or after its completion, or its cancellation/termination, as the case may be, shall be referred by the contractor to the "Director, DPS" through a "Notice of Dispute." Provided that no such notice shall be served later than 15 days from the date of the incidence of dispute or cancellation/ termination order served upon the contractor or after the date of validity of the contract. The Director, DPS shall, within 30 days after receipt of the

contractor's "Notice of Dispute", notify the constitution of dispute redress committee hereinafter referred to as "DRC" to the contractor.

- 18.2 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 Stores Unit, one officer from DPS Accounts Wing and one officer from a constituent DAE Unit.
- 18.3 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.
- 18.4 Till finalisation 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.
- 18.5 The committee proceedings shall be terminated as per the provisions of Section 76 of 'The Arbitration and Conciliation (Amendment) Act, 2015' and as amended from time to time.

19 ARBITRATION

19.1 Demand for Arbitration:

- 19.1(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 even after submission of final recommendation of DRC, the contractor within 30 days from the date of the recommendation of the DRC on the disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
- 19.1(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 seller, shall be referred to arbitration and other matters shall not be included in the reference.
- 19.1(ii)(b) The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act, 2015 and 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 I of these conditions.
- 19.1(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 seller.
- 19.1(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.
- 19.1(iii)(c) The seller shall submit its defence 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.

- 19.1(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.
- 19.1(iv) No new claim shall be added during arbitral proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by the Arbitral Tribunal having due regard to the delay in making it.
- 19.1(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 seller, he/they will be deemed to have waived his/their claim(s) and the seller shall be discharged and released of all liabilities under the contract in respect of these claims.
- 19.2 Obligation During Pendency of the Arbitration: Work under the contract shall, unless otherwise directed by the seller, continue during the arbitration proceedings, and no payment due or payable by the seller 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.
- 19.3 Appointment of Arbitrator:
- 19.3(a) Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:
- 19.3(a)(i) In cases where the total value of all claims in question added together does not exceed ₹ 25,00,000/- (Rupees Twenty five lakh), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a gazetted officer of DPS/DAE Unit/DAE not below the rank of Stores Officer/Deputy Controller of Accounts, nominated by the Director, DPS. The sole arbitrator shall be appointed by Director, DPS within 30 days from the day when a written and valid demand for arbitration is received by the Director, DPS.
- 19.3(a)(ii) In cases not covered by the Clause 19.3(a)(i), the Arbitral Tribunal shall consist of a panel of three gazetted officers of DPS/DAE Unit/DAE not below the rank of Deputy Director/Joint Controller of Finance and Accounts or 2 gazetted officers of DPS/DAE not below the rank of Deputy Director/Regional Director/Joint Controller of Finance and Accounts and a retired officer of DPS/DAE Unit/DAE, retired not below the rank of Joint Director/Joint Controller of Finance and Accounts/Regional Director/Scientist 'H' working in the DAE, as the arbitrators. For this purpose, the Director, DPS will send a panel of at least four (4) names of gazetted officers of one or more Units of the DAE/DAE which may also include the name(s) of the retired officer(s) empanelled to work as DPS Arbitrator to the Contractor within 30 days from the day when a written and valid demand for arbitration is received by the Director, DPS.
- The Contractor will be asked to suggest to Director, DPS at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of such request by the Director, DPS. The Director, DPS shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. The Director, DPS shall

complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees.

- 19.3.(a)(iii) The serving officer working in Arbitral Tribunal in the ongoing arbitration cases as per clause 19.3(a)(i) and clause 19.3(a)(ii) above, can continue as arbitrator in the Arbitral Tribunal even after his retirement.
- 19.3(b) Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:
- 19.3(b)(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees fifty lakh), the Arbitral Tribunal shall consist of a retired officer of DPS/DAE Unit/DAE, retired not below the rank of Joint Director/Joint Controller of Finance and Accounts/Regional Director/Scientist 'H', as the arbitrator. For this purpose, the Director, DPS will send a panel of at least four (4) names of the retired officers empanelled to work as DPS Arbitrator duly indicating their retirement dates to the contractor within 30 days from the day when a written and valid demand for arbitration is received by the Director, DPS.
- The contractor will be asked to suggest to Director, DPS at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by the Director, DPS. The Director, DPS shall appoint at least one out of them as the arbitrator.
- 19.3(b)(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees fifty lakh), the Arbitral Tribunal shall consist of a panel of three (3) retired officers of DPS/DAE Unit/DAE, retired not below the rank of Joint Director/Joint Controller of Finance and Accounts/Regional Director/Scientist 'H', as the arbitrators. For this purpose, the Director, DPS will send a panel of at least four (4) names of retired officers empanelled to work as DPS Arbitrator duly indicating their retirement date to the contractor within 30 days from the day when a written and valid demand for arbitration is received by the Director, DPS.
- The contractor will be asked to suggest to the Director, DPS at least 2 names out of the panel for appointment as the contractor's nominee within 30 days from the date of dispatch of the request by the Director, DPS. The Director, DPS shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. The Director, DPS shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the date of receipt of the names of the contractor's nominees.
- 19.3(c)(i) If one or more of the arbitrators appointed as above refuses to act as an arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Director, DPS fails to act without undue delay, the Director, DPS shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Arbitral Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

- 19.3(c) (ii)(a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.
- 19.3(c) (ii)(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of the Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Arbitral Tribunal to deal with the dispute(s) submitted to the arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of Arbitral Tribunal should be provided to both the parties.
- 19.3(c)(iii)(i) Qualification of Arbitrator(s):
- 19.3(c)(iii)(i)(a) Serving gazetted officers of not below Stores Officer, DPS/Deputy Controller of Accounts, DAE Grade level.
- 19.3(c)(iii)(i)(b) Retired officers not below Joint Director, DPS/Joint Controller of Finance and Accounts /Regional Director, P&S/Scientist 'H' Grade one year after his date of retirement.
- 19.3(c)(iii)(i)(c) Age of arbitrator at the time of appointment shall be below 70 years.
- 19.3(c)(iii)(i)(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- 19.3(c)(iii)(i)(iii) While appointing arbitrator(s) under Sub-Clause 19.3(a)(i), 19.3(a)(ii), 19.3(b)(i) & 19.3(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DPS official(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- II shall be taken from the Arbitrators also. The proceedings of the Arbitral Tribunal or the award made by such Arbitral Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 19.3(d)(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 therefrom.
- 19.3(d)(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.
- 19.3(d)(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.

- 19.4 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.
- 19.5 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.
- 19.6 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 seller or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- 19.7 Subject to the provisions of the aforesaid Arbitration and Conciliation (Amendment) Act,2015 and as amended from time to time and the rules thereunder and relevant para of General Conditions of Sale (GCS) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this clause.
- 20** The purchaser is required to abide by the restrictions imposed by the Unit concerned.
- 21** **NOTE :**
In the event of any dispute in the interpretation of the terms and conditions of this tender in Hindi version, the English version shall be taken into consideration for settlement.

ANNEXURE “B”

(This document must be duly signed and submitted along with Earnest Money Deposit before the due date and time, failing which the bid shall be rejected.)

Tender Number: _____

From

M/s. _____

To

The Stores Officer/Assistant Stores Officer,
Directorate of Purchase and Stores,
Department of Atomic energy.

Dear Sir,

I/We submit this **item-rate bid** for disposal of stores items.

I/We have thoroughly examined the terms and conditions given in the invitation to tender and its Annexure (A) and schedule and agree to abide by them. The rates at which I/We offer to buy the materials have been given in the Price bid.

1. My/Our rates for the various items of stores, which I/We wish to purchase, are as furnished in the Price Bid.
2. I/We shall abide by the terms and conditions of the sale governing this tender.
3. I/we agree to complete the collection of the entire materials for which contract if awarded to me/us within the stipulated period indicated in the contract. If for any reason whatsoever I/we fail to lift the stores mentioned in the contract within the contract validity period, I/we shall not have any right/ownership over unlifted stores stated in the contract.
4. I/We agree that I/We may be suspended from participation in tenders released by DPS for a maximum period of one year if I/We withdraw bid within validity period, dishonor submitted bid within its validity, fail to abide by the tender conditions, Bid Acceptance Letter and/or General conditions of Sale, fail to lift stores on time, or make any false declaration.
5. To accept that quantity shown is only indicative and I/we shall not have any right to claim for balance quantity if actual quantity is found to be less than what is indicated in the NIT/contract. I/we also agree that I/we shall not have any right to lift more quantity than indicated in the NIT/contract even if actual quantity is found to be more than the quantity indicated in the NIT/contract, unless permitted in writing by the seller.
6. That I/We shall pay cost of material as per clause 5 of the ‘General conditions of Sale’.

Date:

(Signature of Purchaser)

Name: _____

Annexure “C”

Application for Material Inspection Pass

1) Name and address of the Bidder and his

E-mail Address/Telephone No.

2) **Composition of the Bidder:**

It should be stated whether the Bidder is a registered partnership firm or a Limited Company, and name of all partners/Directors etc. given. The date of establishment should also be certified that there are no undisclosed partners. In case of Limited Companies the authorised and paid up capital should be stated

3) Business in which the bidder is employed. The nature of all business in which bidder or partner of the bidder’s firm are engaged should be stated together with particulars of where head office or branches, if any are located.:

4) **Experience of working:**

Full particulars should be given if that bidder had purchased materials of the Central Government and State Government or State or Private Companies. The period during which the work has been done should be clearly indicated. :

5) **Bidder’s Bank:**

The name of the Bank or Banks (and the Branch/Branches) with which the bidder has dealing and who can certify the bidder’s financial status, should be given along with A/c No / IFSC code / Branch name. The bidder should arrange for a confidential report to be sent to seller from at least one of their bankers directly to the Stores Officer so as to reach before the date fixed for opening of the tender giving reference of this tender.

6) Location of Depot and area thereof:

7) Number of operatives employed:

(SIGNATURE OF BIDDER)

Date:

Name : _____

भारत सरकार/GOVERNMENT OF INDIA

Material Inspection Pass

For Disposal of Scrap/Surplus/Unserviceable Items/Condemned Vehicles

Tender No. _____

Date _____

Last date for uploading of bids _____

This Pass is issued to

M/s. _____

and will serve as an entry permit for inspection of material.

M/s. _____ may be permitted to Store Premises on _____
at _____ for inspection of Scrap/Surplus/Unserviceable materials and/or condemned
vehicles.

Maximum of two persons shall be permitted along with this pass to inspect material prior to
bidding.

Assistant Stores Officer

ANNEXURE-I

Reference Para 19.3 and 19.6

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

I/we..... (Name of the Purchaser) with reference to sale order no..... raise disputes and differences arising out of or in connection with the contract, during the progress of the contract or 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..... (seller) with reference to sale order no..... hereby raise disputes and differences arising out of or in connection with the contract, whether during the progress of the contract or 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 (Amendment) Act 1996 as amended from time to time.

Signature of Claimant_____

Signature of Respondent _____

Agreement under Section 31(5)

I/we..... (Name of the claimant) with reference to sale 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 19.6 of General Conditions of Sale.

Signature of Claimant_____

Signature of Respondent _____

*Strike out whichever not applicable.

Certification by Arbitrators appointed under Clause 19 of**General Conditions of Sale**

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:

ANNEXURE – III : FORMAT FOR HINDRANCE REGISTER

Sl N ^o .	From	To	Nature of hindrances in execution of the contract	Remarks with signature of the contractor	Remarks with signature of the seller's representative

ANNEXURE “D”

PRICE BID FORMAT

Sl No.	Description	Quantity	Unit	Maximum Period allowed for lifting materials	Rate	Total Quoted Price