

Annexure B



GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
RAJA RAMANNA CENTRE FOR ADVANCED TECHNOLOGY
INDORE(M.P.)
452013

Ref : RRCAT/AP/PHPMD/HGS/TR/2017/M.FAB/Chiller Line/72

Dated:25.09.2017

Due date for receipt of tender : 31.10.2017,

1700 hours

To,

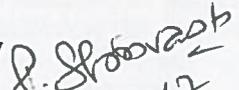
M/s Blank Supplier,

Notice Inviting Quotations:

Sealed quotations are here by invited on behalf of The President of India for the following work as per general conditions of contract, enclosed as Annexure to this notice, in the following form.


T. Rajan

Yours Sincerely
P. Shrivastava
Head: PHPMD
RRCAT-Indore


5/10/17

S. No.	Description of Job/ Item	Quantity
1.	Fabrication, erection, testing and supply of SS pipe line of LCW top up line. (as per specified in Dwg) Dwg No: RRCAT/AP/PHPMD/TR/HGS/17/06/RO-0 (Sheet: 1 to 8) Material grade: As per specified in drawing sheet	As per drawing

We here by agree with the terms and conditions contained in Annexure of enclosed form.

Signature of supplier/fabricator

To,

Sh. P. Shrivastava

Head: Pulsed High Power Microwave Division,

G-26, ADL Building, RRCAT

PO CAT, Raja Ramanna Centre for Advanced Technology

Indore – 452 013.

Terms and Conditions of Contract

1. It is expressly agreed that the acceptance of the fabricated material is subject to final approval in writing by the purchaser whose decision shall be final.
2. If in the opinion of the purchaser all or any of the material are not of the quality specified or required, they may be either rejected or accepted at a price to be fixed by the purchaser and the decision as to rejection and the price to be fixed shall be final and binding on the contractor.
3. If whole or any part of the material to be supplied shall be rejected in accordance with clause NO.2 above, the purchase shall be at liberty with or without notice to the contractor to purchase from the open market at the expense of the contractor, store of the quality contracted for in place of those rejected provided that the purchase or if there is an agreement to purchase then such an agreement is made within six months from the date of rejection of the stores aforesaid.
4. Rejected stores will remain at destination at contractor's risk and responsibility. If instructions for their disposal are not received within a period of 14 days from the date of receipt of the advice of rejection they may at the discretion of the purchaser or his representative be scrapped or sold or be consigned to contractor's address at the contractor's entire risk and expenses freight both ways being payable by the contractor at Public Tariff Rates.
5. Contractor's bill will not be passed for payment until the stores have been received, inspected, accounted for and accepted by the purchaser.
6. For a period of 12 months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use; arising from faulty materials, designs or workmanship the contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser, who shall state in writing in what respect the stores or any part thereof are faulty. If it becomes necessary, in the opinion of the purchaser to replace or renew any defective stores such replacement or renewal shall be made by the contractor free of all costs to the purchaser provided notice informing the contractor of the defect is given by the purchaser in regard within the said period of 12 months from the date of acceptance.
7. The contractor will be held responsible for the stores being sufficiently and properly packed to transport by rail, road, sea or air as to ensure their being free from loss or damage on arrival at the destination The packing and marking of packages shall be done at the expenses of the contractor. The purchaser shall not pay separately for transit insurance, all risks in transit being exclusively of the contractor and purchaser shall pay only for such stores as are actually received in accordance with the contract.
8. a) Time for and date of delivery of the stores stipulated in the purchase order shall be deemed to be the essence of the contract and delivery must be completed not later than dates specified there in.
b) Should the contractor fail to deliver the stores or any consignment there of with in the period prescribed for such delivery the purchaser shall be entitled at his option either
 - i. to purchase else where without notice to the contractor, on the account and at the risk of the contractor the stores not delivered or others of a similar description (where stores exactly complying with the particulars are not in the opinion of the purchaser readily procurable such opinion being final) cancelling the contract in respect of the consignments not yet do for delivery of.
 - ii. To cancel a contract or a portion there of and if so desired to repurchase or authorize the repurchase of stores not so delivered or others of similar description (where stores exactly complying with the particulars are not in the opinion of purchase readily procurable such opinion being final) at the risk of cost of contractor.
 - iii. In the event of action being taken under clause 8 (b) (i) and clause 8 (b) (ii) above the contractor shall be liable for any loss which the purchaser may sustain on the account provided that the purchase or if there is an agreement to purchase then such an agreement is made within six months of date of such failure. But the contractor shall not be entitled to any gain on such repurchase against the default matter and method of such repurchase shall be in the entire discretion of the purchaser whose decision shall be final. It shall not be obligatory on the part of the purchase to serve a notice of such repurchase on the defaulting contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of contract by the contractor.
9. The laws of India shall govern the contractor for the time being in force. The courts within the local limits of whole jurisdiction the place from which the purchase order is issued is situated only shall have jurisdiction to deal with and decide any matter arising out of contract.
10. The contractor shall warrant and shall be deemed to have warranted that material supplied against the contract are free and clean of infringement of any copyright or trade mark.
11. The word 'stores' wherever appearing in these terms and conditions shall mean what the contractor has agreed to supply under the contract as specified in the order. The term 'purchaser' wherever appearing in the terms and conditions shall mean The President of India and the word 'contractor' wherever appearing in these terms and conditions shall mean the person, firm company with whom the order for supply is placed.