

	Annexure-II: Essential Eligibility Criteria, Instructions to Bidders and Terms & Conditions	Tender Notice No.
		I-ITN19010

Sealed Tenders (SINGLE PART) are invited against this Tender Notice No. **I-ITN19010** dated **23.11.2019** for Supply of SS Cabins as per the scope of work and technical specifications mentioned in Annexure-I of this tender document.

A. ESSENTIAL ELIGIBILITY CRITERIA (EEC):

The bidder (Single Entity) is required to submit all supporting documents (duly signed with bidder's seal) as proof for the compliance of the following criteria. The attachments must be serially labelled with the number as given in the table below. Bids received without valid documents and/or incomplete and irrelevant documents are likely to be rejected summarily.

Table-1: Essential Eligibility Criteria

SR. No.	Essential Eligibility Criterion (EEC)	Details to be submitted against compliance of EEC
1.	The bidder shall be a manufacturer of SS Elevator Cabin with any of the following capacity (minimum): 6persons OR 450kgs OR Car internal dimensions of 1400mm x 850mm	Copy of purchase order (unpriced) for SS Elevator Cabin placed in last 5 financial years along with technical details containing information of 6persons OR 450kgs OR Car internal dimensions of 1400mm x 850mm
2.	The Bidder shall have inhouse facility of CNC Punching, CNC Cutting, CNC bending machines	Make, Model, Serial Number and qty. of CNC Punching, CNC Cutting and CNC bending machines available in the factory of the bidder. Photographs of the installed machines are also required.
3.	The Bidder shall have valid ISO 9001 for Quality Management System	Copy of Valid ISO 9001 certificate
4.	Bidder shall have average turnover of Rs. 35 lacs over the last three financial years i.e. 2016-2017, 2017-2018 and 2018-2019	Audited balance sheets or Chartered Accountant Certificate for turn over for the last 3 financial years (2016-2017, 2017-2018 and 2018-2019) to be submitted.

NOTE:

Original documents shall be produced for verifications, if asked by ITER-India.
ITER-India's decision to consider as to whether a bidder has met with the eligibility criteria is final and binding on the bidders

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B. INSTRUCTIONS TO BIDDERS

1.1 This is a **SINGLE PART TENDER**

Annexure-I: Scope of Supply/Work and Technical Specifications and **Annexure-II:** A. Essential Eligibility Criteria, B. Instructions to Bidders, C. Terms & Conditions of the Purchaser Order / Contract and D. Price Bid format.

Bidders shall submit the bid (in hard copies) in duplicate.

1.2 **PRICE BID FORMAT:** Bidder shall quote price in the Price Bid Format given in **Section D** of Annexure-II of the tender documents.

1.3 Full details and specifications of the items and general instructions to be followed regarding submission of tenders are indicated in the tender documents.

1.4 **Proof for fulfilment of EEC mentioned above should be submitted along with the tender. Tenders received without proof of essential eligibility criteria will be rejected.**

1.5 **Those who do not meet with the eligibility criteria need not submit Tender.**

1.6 Tender documents can also be obtained by submitting a written request to the Purchase Officer together with prescribed tender fee. Last date for issue of Tender documents in hard copy is **16.12.2019**. While requesting for Tender Documents, such request shall indicate the **“REQUEST FOR TENDER DOCUMENTS AGAINST TENDER NOTICE NO. I-ITN19010 dated 23.11.2019”**.

1.7 **TENDER FEE:** Bidder shall submit tender fee (**Non Refundable**) of **Rs. 590/- (Rupees Five Hundred Ninety Only) inclusive of applicable GST** in the form of **DEMAND DRAFT** from State Bank of India (SBI) or any Nationalized Bank or from any one of the banks mentioned in bracket (ICICI, IDBI, HDFC and AXIS) drawn in favour of ***Institute for Plasma Research A/c ITER-India*** and **payable at Ahmedabad**. Tender Fee can also be submitted through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) by bidders prior to bid submission due date. The proof of the RTGS/ NEFT shall be submitted along with the bid document. All charges for RTGS/ NEFT shall be borne by the bidder.

Bank details of ITER-India for RTGS/NEFT are as mentioned below:

Beneficiary Name- Institute for Plasma Research A/c ITER-India
A/c No. 30360884053
State Bank of India
IPR Bhat Branch, Gandhinagar-382428
IFS Code : SBIN0010864
MICR : 380002096

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- 1.8 **DD should not be prior dated to the date of advertisement.** Bidder's name and tender number shall be indicated on the reverse side of the Demand Draft.
- 1.9 Those who use the downloaded tender documents from ITER-India Website may submit the prescribed Tender Fee keeping in a separate envelope along with their bid submission. This envelope should be marked as "TENDER FEE".
- 1.10 **EARNEST MONEY DEPOSIT (EMD):** Bid must be submitted along with **Earnest Money Deposit (EMD) for Rs. 15,000.00 (Rupees Fifteen Thousand Only)** by way of **Demand Draft or RTGS or NEFT** as per the details provided in clause No. 1.7 above.

The EMD shall specifically bind the Bidder to keep his bid/offer valid for acceptance and to abide by all the conditions of the tender documents (except those deviations which are agreed by ITER-India) in the event of ITER-India deciding to award the Purchase Order to the said Bidder. If the Bidder fails to fulfil any of the conditions mentioned in this tender document including the rate submitted in their offer, after submission of bid, EMD of such Bidder shall be forfeited. The EMD in respect of unsuccessful Bidder(s) shall be returned after the award of Purchase Order (PO) /Contract. The EMD of the successful bidder(s) will be returned after acceptance of PO/Contract by the successful bidder. Proof of submission of EMD by RTGS/NEFT to be submitted along with bid.

Bids received (except bidders registered with National Small Industries Corporation (NSIC)/Directorate of Purchase and Stores (DPS)/Micro and Small Enterprises (MSEs) & such bidders furnishing proof of valid certificate or any other valid proof) without the prescribed Tender Fee and EMD shall not be considered for further evaluation.

EMD shall be forfeited in case the Bidder fails to comply with any of the terms and conditions stipulated in the tender documents, after submission of Bid.

- 1.11 Any change in the constitution of the bidder's firm should be disclosed to the Purchaser, at any time between the submission of bids and the signing of the Purchaser Order/Contract.
- 1.12 If the name of the eligible/selected Bidder(s) is required to be changed for any legal reason, prior to entering into the Contract, the Purchaser may permit the same subject to the condition that the bid remains the same in every respect except for the change of the name, and relevant documents in this regard are submitted to the Purchaser by the Bidder immediately and before the last date of submission of bids.

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- 1.13 The Bidder must take special care to go through Terms & Conditions of Purchaser Order/Contract as mentioned in this part of the tender. Bids submitted with counter-conditions or with deviations from the Terms & Conditions of Purchaser Order/Contract or tender specifications of this tender document are liable to be rejected.
- 1.14 The Bidder should confirm to the tender specifications and Terms & Conditions of Purchaser Order/Contract and strictly adhere to them, while bidding.
- 1.15 The Bidder acknowledges that any failure to acquaint itself with all such data, information and requirements shall not relieve his responsibility for properly estimating the difficulty or cost of successfully performing the Purchaser Order/Contract.
- 1.16 No claim on his part which may arise on account of non-examination or misunderstanding of the particulars and/or matter related to the tender requirement will, in any circumstances, be considered payable by the Purchaser.
- 1.17 **DUE DATE TO SUBMIT BID: Tender (in hard copy) in sealed envelopes as referred in clause no. 1.29 below, superscribing the envelope with Tender No., Title and Due Date shall be submitted latest by 1.00 p.m. (IST) on 26.12.2019 to the Purchase Officer, ITER-India at the following address:**

Purchase Officer

ITER-India, Institute for Plasma Research
Block A, Sangath Skyz,
Bhat-Motera Road, Koteswar,
Ahmedabad 380005, India.

Tender (Single Part) will be opened on the same day at 2.30 p.m. in the presence of attending Bidders.

- 1.18 Bidder's representative who is going to attend the tender opening should carry an authorization letter from the organization for participation in the tender opening, failing which he/she may not be allowed to participate in the tender opening.
- 1.19 In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.
- 1.20 Bids received without the details asked for including proof of eligibility for participating in the tender may not be considered.

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- 1.21 Bidders should furnish/enclose full technical details/literature, delivery period and confirm the terms and conditions attached with the tender.
- 1.22 The bid must contain the name, designation and place of business of the person or persons submitting the bid and must be signed and duly stamped (official seal) by the Bidder. The names of all persons signing (authorized signatories) should also be typed or printed below the signature. All the pages of the bid must be signed with initials.
- 1.23 Bidder will submit technical bid, commercial bid and all supporting documents pertaining to this tender in English.
- 1.24 ITER-India will not be responsible for any delay/loss of Tender or documents in transit. Bid documents can be sent by **In-person/Speed/Registered Post/Courier** at the address given in clause No. **1.17** above so as to reach by the due date and time. Delayed and Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail may not be considered (unless they have been specifically called for by these modes due to urgency).
- 1.25 Bids received without the details asked for may not be considered.
- 1.26 Bid shall be complete in all respects and shall include all details as per the tender along with the bid covering letter, all in duplicate + one soft copy on Flash Drive / DVD / CD.
- 1.27 Bidder shall use high quality packing material to protect the bid from any damage in transit.
- 1.28 The deliverables should be strictly conforming to the specifications / drawings within acceptable tolerance level as per specifications / drawings given in tender document. Deviation, if any, should be clearly indicated by the Bidder in their bid.
- 1.29 **PREPARATION AND SUBMISSION OF BID**
- a. Bidders shall bear all costs associated with preparation and submission of Bid. ITER-India shall not in any case be responsible or liable for these costs, regardless of the conduct or outcome of Bidding process.



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- b. The Bid shall be printed in legible words and drawings etc. The Bidders shall submit the Bid in duplicate [with one soft copy on Flash Drive / DVD /CD] as per following instructions on or before the scheduled date and time. **No soft copy for the Price Bid shall be submitted.**

ENVELOPE-I: TENDER FEE and EMD

TENDER TITLE:

TENDER NO:

TENDER DATE:

DUE DATE FOR OPENING:

TENDER FEE AND EMD - DEMAND DRAFT/PROOF OF RTGS/PROOF OF RTGS/NEFT

To

The Purchase Officer,
ITER – India, Institute for Plasma Research,
Block A, Sangath Skyz,
Bhat-Motera Road, Koteswar,
Ahmedabad 380005, Gujarat India.

From:

ENVELOPE-II: TECHNO-COMMERCIAL BID WITH PRICE BID

TENDER TITLE:

TENDER NO:

TENDER DATE:

DUE DATE FOR OPENING:

BIDS IN DUPLICATE + ONE SOFT COPY OF BID ON FLASH DRIVE OR DVD OR CD

To

The Purchase Officer,
ITER – India, Institute for Plasma Research,
Block A, Sangath Skyz,
Bhat-Motera Road, Koteswar,
Ahmedabad 380005, Gujarat, India.

From:



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ENVELOPE-III: MAIN ENVELOPE CONTAINING ENVELOPE-I & ENVELOPE-II

TENDER TITLE:
TENDER DATE:

TENDER NO:
DUE DATE FOR OPENING:

To
The Purchase Officer,
ITER – India, Institute for Plasma Research,
Block A, Sangath Skyz,
Bhat-Motera Road, Koteswar,
Ahmedabad 380005, Gujarat, India.

From:

1.30 The authority of person signing the bid/tender, if called for, shall be produced.

1.31 CHECK LIST FOR BID SUBMISSION

Bidder must ensure that all documents are included with the bid as per the following check list.

- a. “Technical Bid” complete in all respects with compliance for the specifications (table under Section 7, Annexure-I) duly filled in, stamped (official seal) and signed without missing any details.
- b. “Price Bid” is filled in all respect, signed and stamped as per format given in Section-D of tender documents.
- c. Tender Fee and EMD as per tender requirement is enclosed
- d. All pages of “Technical and Commercial Bid” as well as “Price Bid” are legibly printed.
- e. All pages of the original copy of “Technical and Commercial Bid” and “Price Bid” are signed with name of signing authority and bidder company’s seal is put on each and every page and
- f. The bid is submitted in duplicate along with the soft copy of the techno-commercial bid **(Soft copy of Price Bid shall not be submitted)**.
- g. A complete set of tender documents including attachments are duly signed and stamped on all pages by an authorized representative of the Bidder is submitted with the bid as a token of acceptance.
- h. All the envelopes have been prepared as per instructions in clause no. **1.29** and the contents inside the envelopes are checked and put in a sealed envelope

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(main envelope) super-scribing the envelope with the Tender No., Tender date, Due date and brief description of the tendered item.

- i. Letter for Acceptance of Tender is submitted as per Appendix-1

- 1.32 **Validity of the bid:** Bid should be valid at least for **90 days** from the date of opening of the bid. If asked for by the Purchaser, the bidder shall extend the validity of his bid without any change in rates and terms & conditions.
- 1.33 **Rejection of bid:**
Non-compliance to tender specification and/or tender documents including terms and conditions will lead to summarily rejection of bid/quotation received.
- 1.34 **Result of the tenders:**
Unsuccessful bidders will not be informed of the result of their bids.
- 1.35 The Project Director, ITER-India reserves the right to accept or reject any or all quotation/tenders fully or partly or to close the tender without assigning any reason.
- 1.36 The bid and all communications related to this tender must be sent to,

The Purchase Officer,
ITER – India, Institute for Plasma Research,
Block A, Sangath Skyz,
Bhat-Motera Road, Koteshwar,
Ahmedabad 380005, Gujarat, India.
Phone: 079 23269656/9529
E-mail: purchase@iter-india.org
- 1.37 Purchaser reserves the right to visit the premises of the bidder/bidder’s sub-contractor as a part of bid evaluation. Purchaser will intimate in advance before the planned date of visit.
- 1.38 **COUNTER TERMS AND CONDITIONS OF BIDDER:** Where counter terms and conditions have been offered by the bidder, the same shall not be deemed to have been accepted by Purchaser, unless specific written acceptance thereof is obtained from Purchaser.
- 1.39 **CLARIFICATIONS:** Any technical and commercial queries, information, clarifications etc. that may be required pertaining to this tender may be obtained from the Purchase officer. Bidder will send the request for such clarifications for Queries/Clarifications to the Purchase Officer minimum 15 days prior to the due date of bid submission
- 1.40 Wherever options are specified in the tender documents, ITER-India reserves

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the right to accept any option/s irrespective of whether all the bidders have quoted for all the options or not. The decision of ITER-India in this regard will be final.

- 1.41 Bid should be free from Corrections and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, the amount in words will prevail.
- 1.42 ITER-India shall be under no obligation to accept the lowest or any other bid received in response to this tender and reserves the right of acceptance of the whole or any part of the bid or portion of the quantity offered and the bidder shall supply the same at the rates quoted. ITER-India is not bound to accept the lowest bid.
- 1.43 Cost for Travel, accommodation and other expenses which will be necessary for execution of the Purchase Order will be borne by respective parties.
- 1.44 Any change/amendment in the dates/tender document will be uploaded only on the ITER-India's website <https://www.iter-india.org/tenders> under "Opportunities for Industry/ITER India Tenders" menu select Public/Global Tender option for download and no corrigendum in this regard shall be published. Bidders are requested to visit the ITER-India site on regular basis.
- 1.45 **CONDITIONAL DISCOUNT:** Conditional discount, if any, offered will not be considered.
- 1.46 **Loading Criteria for Price Comparison Purpose:** In case of deviation in payment terms including demand of advance other than specified in payment schedule and accepted by ITER-India, interest at the prevailing Prime Lending Rate of State Bank of India as on the date of bid opening on the advance payment (s) will be loaded for price comparison purpose.
- 1.47 **Split of Order:** No split order or apportionment of quantities envisaged for this tender.

NOTE: Issue of tender documents does not mean that a Bidder is qualified to submit the bid. ITER-India's decision to consider as to whether a bidder has met with the eligibility criteria is final.

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C. TERMS AND CONDITIONS OF PURCHASE ORDER

1. Scope of Supply/Work and Specifications

Scope of supply/work, Technical specifications and other details of SS cabins (Item) are given in Annexure-I. Item should be supplied strictly conforming to the specifications within acceptable tolerance level given in Technical Specifications in Annexure-I. Any fittings, accessories or test jigs which may not be specifically mentioned in the Specifications or Particulars but which are usual or necessary for proper and efficient functioning of the Item as per the specifications shall be supplied by the Supplier without extra charge to the Purchaser. The Item supplied shall be complete in all respect in terms of the details as specified in the Annexure-I.

2. Price & Insurance

Price shall be firm & fixed and to be inclusive of packing & forwarding, insurance, freight and shall be on free door delivery basis at ITER-India Lab, Institute for Plasma Research, Near Indira Bridge, Bhat Village, Gandhinagar-382428. The price quoted shall be for complete scope of supply and technical specifications as per Annexure – I of this tender document.

3. Taxes and Duties:

3.1 The price quoted should be exclusive of all applicable Indian taxes, levies, duties which are to be mentioned separately in the Price Bid (Section-D) at the prevailing rates.

3.2 **GST registration:** Bidder shall submit a copy of GST Registration certificate along with the bid.

3.3 GST will be extra as applicable at the prevailing rates. ITER-India, IPR is entitled to avail benefit of concessional rate of GST@5% against submission of exemption certificate under below mentioned notifications by the Purchaser:

- a) **Integrated Tax (IGST)** as per Notification by Department of Revenue, Ministry of Finance, Govt. of India Notification No. 47/2017 - Integrated Tax (Rate) dated 14th November, 2017
- b) **Central Tax (CGST)** as per Notification by Department of Revenue, Ministry of Finance, Govt. of India Notification No. 45/2017-Central Tax (Rate) dated 14th November, 2017
- c) **State Tax (SGST)** as per Finance Department, Govt. of Gujarat Notification No. 45/2017 – State Tax (Rate) dated 15th November, 2017

3.4 Tax Deducted at Source (TDS) or any other leviable taxes and or duties:

- a) Income tax (TDS) at a prevailing rate as per section 194C of Income Tax Act will be deducted from the supplier's invoice(s). Certificate of TDS will be issued by the Purchaser. Bidder must submit PAN Card with the bid document.

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- b) TDS at the prevailing rate as per GST Act will be deducted from the supplier's invoice(s). TDS certificate (Form GSTR-7A) will be issued to this effect.
- c) In case, there is any other applicable taxes and duties, same should be informed by the bidder in the bid.

4. Submission of documents/drawings

Supplier shall submit 3-D manufacturing model along with Bill of Material (BoM) within **2 months** from the date of PO for review and approval. Supplier shall submit manufacturing drawings within **1 month** from the date of approval of 3-D Model for review and approval to ITER-India.

Manufacturing of SS cabins shall be commenced after approval of the said documents by ITER-India, IPR.

5. Delivery period

Delivery of 2nos. SS cabins within **6 months** from the date of approval of manufacturing drawings by ITER-India, IPR.

6. Mode of Payment and Payment Schedule:

ITER-India is fully funded by Government of India and the normal terms of payment are as follows:

- 6.1 **Mode of Payment:** Payment shall be made through RTGS/NEFT in INR within 30 days from the date of acceptance against each payment milestone as per **Table-2** and on receipt of invoice and other required documents (Signed PO and error free Security deposit & Advance Bank Guarantee) complete in all respects. Necessary mandate form for registration in online payment system for RTGS/NEFT payment will be provided at the time of Purchase Order/Contract. All Bank charges shall be borne by the Supplier only.
- 6.2 Wherever, advance payment is involved, it will be made subject to submission of Bank Guarantee (BG) for an equivalent amount from State Bank of India (SBI) / any Nationalized bank or one of the banks namely AXIS, ICICI, IDBI, HDFC. BG for advance payment should be furnished by Supplier as per format given in **Appendix-3**.
- 6.3 Release of payment shall be subject to:
 - i. Signing of Purchase Order
 - ii. Submission of Security Deposit Bank Guarantee (SDBG) and Advance Bank Guarantee (ABG) as specified

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6.4 **Payment Schedule:** The payment in INR to the Supplier will be made as per the following terms (Table-2), on production of the requisite documents:

Table-2: Payment Schedule:

Sr. No.	Milestone	% of basic Order value	List of documents to be submitted
01	Advance against Bank Guarantee	10%	1. Proforma Invoice in triplicate 2. Advance Payment Bank Guarantee of equivalent amount from any of the banks specified in clause no. 7.1.2 and valid two months beyond the Final acceptance of ordered items
02	Complete delivery of ordered items	80%	1. Delivery Challan/Delivery document 2. Original Tax Invoice in triplicate
03	Final Acceptance of ordered items at ITER-India Lab, IPR and submission of PBG	10%	1. Final Acceptance Note issued by ITER-India 2. PBG for 10% of order value

7. Bank Guarantees

7.1 Security Deposit (SD)

7.1.1 Within three weeks from the date of signing of Contract/Purchase Order, the Contractor/Supplier shall submit an irrevocable Bank Guarantee (BG) equal to 10% (ten percent) of total Contract/Purchase Order value on a non-judicial stamp paper, as “Security Deposit” towards satisfactory execution and performance of the Contract/Purchase Order.

7.1.2 For the BG towards the security deposit is issued by an Indian bank, it shall be from State Bank of India (SBI) /from any other Nationalized Bank /from one of the banks namely AXIS, HDFC, ICICI, and IDBI. The format of the Security Deposit is given in **Appendix-2**.

7.1.3 The Bank Guarantee shall remain valid till the expiry of (60) sixty days from the final acceptance of Items under this Contract/Purchase Order. If need arises, the Contractor/Supplier shall extend the validity of the Bank Guarantee for suitable period at his expenses.

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- 7.1.4 If the Contractor/Supplier fails to provide the Security Deposit, within the period as specified in clause no. **7.1.1** such failure shall constitute a breach of Contract/Purchase Order and the Purchaser shall be entitled to cancel the Contract/Purchase Order and make alternate arrangements for the purchase of contracted items from other sources at the risk and expenses of the Contractor/Supplier and recover from the Contractor/Supplier the damages arising from such cancellation.
- 7.1.5 In the event, the Contractor/Supplier fails to fulfil any of the obligations under the Contract/Purchase Order; the Purchaser shall have the right to encash the Security Deposit.
- 7.1.6 Where the Contractor/Supplier fails to maintain the Contractual delivery date/completion time, the Contractor/Supplier shall extend the validity of Bank Guarantee(s) suitably to cover the extended/expected delivery date or completion time, failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the Contract/Purchase Order.
- 7.1.7 Upon satisfactory execution of the Contract/Purchase Order, the original Bank Guarantee (s) shall be returned to the Contractor/Supplier on receipt of a request from the Contractor/Supplier.
- 7.1.8 No interest shall be payable on security deposit amount till it is retained by Purchaser in terms of Contract/Purchase Order.

7.2 Performance Bank Guarantees (PBGs)

- 7.2.1 The Contractor/Supplier shall furnish to the Purchaser an interest free Performance Bank Guarantee (PBG) for 10% value of Contract/Purchase Order by way of providing a Bank Guarantee from one of the banks mentioned in clause **7.1.2** on a non-judicial stamp paper for the satisfactory performance of the Items supplied against the Contract/Purchase Order. The Performance Bank Guarantee (PBG) will be effective from the date of successful completion of Final acceptance test and shall remain in force two months beyond the warranty period mentioned in the Contract/Purchase Order.
- 7.2.2 In the event that the Bank Guarantees needs extension, the Contractor/Supplier shall extend the validity of PBG for suitable period at his expenses. On the performance and completion of all contractual obligations including warranty, the original PBG shall be returned to the Contractor/Supplier without any interest on receipt of a request from the Contractor/Supplier. The Performance Bank Guarantee format is given in **Appendix-4**.

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7.2.3 In the event, the Contractor/Supplier fails to fulfil any of the warranty obligations under the Contract/Purchase Order; the Purchaser shall have the right to encash the PBG.

7.3 Bank charges

7.3.1 All bank charges, if applicable, shall be borne by Contractor/Supplier only.

8. Recovery of advance payments in case of breach of Contract

In case the Contractor fails to execute the Contract due to reasons not attributable to the Purchaser and which do not fall under force majeure as per the Contract conditions, the outstanding advance payments made shall be recovered, along with the interest at the prevailing Prime Lending Rate (PLR) of State Bank of India as on date of opening of bids. This shall be without prejudice to the other remedies available to the Purchaser under this Contract.

9. Recovery of Sums Due

Wherever any claim for the payment of Liquidated Damages or loss suffered by the Purchaser arises in terms of money out of the Contract against the Contractor, the Purchaser shall be entitled to recover such sums from any due payment under the Contract. In the event of this amount being insufficient, then the amount of damages or loss shall be recoverable from the payment that may become due, to the Contractor from this Contract or any other Contract with the Purchaser. Should this sum be not sufficient to cover the amount of damages or loss that may be recoverable, the Contractor shall pay to the Purchaser on demand, amount due. Similarly if the Purchaser had made any claim against the Contractor under this Contract or any other Contract with the Purchaser, the payment of all sums payable under the Contract to the Contractor shall be withheld to the extent of claims due according to the Purchaser till such claims of the Purchaser are finally paid by the Contractor, pending which the same will be adjusted. Notwithstanding the provision for recovery through adjustment the Purchaser shall be free to recover his claims from the Contractor as per the terms of the Contract.

10. CHANGE

The Purchaser shall have the right to propose and order the Contractor from time to time during the execution of the Contract to make any change, modification, addition or deletion to, in or from the supplies (hereinafter called “Change”), provided that such change falls within the general scope of the supplies and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the supplies and the technical compatibility of the change envisaged with the nature of the supplies as specified in the Contract.

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Notwithstanding above Clause, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract and/or for Contractor's convenience, shall be deemed to be a change and such change shall not result in any adjustment of the Contract price or the time for completion.

If any of the items in addition to the schedule of supply of materials is required during execution of the Contract due to change in specifications, drawings, designs etc., which in the opinion of the Purchaser, if not procured promptly may delay the completion of the supplies, the Contractor shall procure the required material as per the specifications to the extent required to keep the progress of work unhindered. The Contractor shall be paid for such additional procurement in the following manner:

If the required item/cost for change(s) proposed by the Purchaser is not available in the Contract, the Purchaser reserves the right to get the detailed break up with valid documentary evidence from the Contractor. Contractor shall provide the details asked by the Purchaser within the stipulated time. Purchaser and Contractor shall mutually agree on such cost for change within 90 days from the date of such change proposed by the Purchaser. However, the Contractor shall execute the change(s), if all required technical details are provided by the Purchaser, without any hold for settlement of cost for such change.

11. Mode of Dispatch

By any reputed road transporter on DOOR DELIVERY, FREIGHT PAID, duly PACKED and INSURED basis at the "**Ship to**" address given below.

ITER-India Lab Building, Power Supply Lab
Institute for Plasma Research, Near Mother Dairy,
Bhat Village, Gandhinagar-382428

Invoice to be submitted at the "**Bill to**" address given below:

The Purchase Officer,
ITER – India, Institute for Plasma Research,
Block A, Sangath Skyz,
Bhat-Motera Road, Koteshwar,
Ahmedabad 380005, Gujarat, India.
Phone: 079 23269656/9529
E-mail: purchase@iter-india.org

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12. Packing Instructions

SS cabins to be packed properly to avoid damages/surface deformities or defects during handling and transport. It is liability of the Supplier to deliver SS cabins in sound condition at ITER-India Lab, IPR. Packing to be done properly to avoid damage to the item during transportation. Supplier will be held responsible in case of damage to the item during transportation, unloading and shifting due to improper packing.

13. Pre-dispatch inspection

Refer **Section 5 of Annexure-I** for more details. Item to be dispatch only after release of Dispatch Clearance letter by ITER-India, IPR based on the successful completion of Pre-dispatch inspection. Refer attached **Annexure-I** for all required tests and inspections to be performed by the supplier.

14. Subletting or Assignment of Purchase Order

The Supplier shall not sublet, transfer or assign the Purchase Order or any part thereof or bills or any other benefits, accruing there from or under the Purchase Order without the prior written consent of the Purchaser (All major Sub-Suppliers are required to be appraised and approved by the Purchaser before placement of orders by the Supplier). However, such consent shall not be unreasonably withheld by the Purchaser, if such Items are not normally manufactured/ fabricated by the Supplier, such assignment or subletting shall not relieve the Supplier from any contractual obligation or responsibility under the Purchase Order.

15. Material/Test Certificate

All routine & type tests, third party tests and any other test certificates as specified in the attached **Annexure-I** shall be provided free of cost along with the supply of ordered items.

16. Warranty

The item supplied against this order shall carry a warranty for a period of 12 months from the date of final acceptance against defective material and poor workmanship. Any defects found during the warranty period will either be rectified or replacement would be made available free of charge promptly by the Supplier. Damaged item(s) under warranty to be taken back by the Supplier after replacement by new Item(s)

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17. Cancellation/Termination of Contract

17.1 Termination of Contract for default

17.1.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part in circumstance detailed hereunder:

- i) If the Contractor fails to supply/provide any or all of the deliverable items, within the time period(s) specified in the Contract or any extension thereof granted by the Purchaser.
- ii) If the Contractor fails to perform any other obligation(s) under the Contract within the period specified in the Contract or any extension thereof granted by the Purchaser

17.1.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may take recourse to any one or more of the following actions. However, the Contractor shall continue to perform the Contract to the extent not terminated

- i) To purchase from elsewhere, after (thirty) 30 days notice to the Contractor, on account and the risk and cost of the Contractor, the supplies, materials and equipment, not delivered or other items of similar description when such deliverable exactly complying with the particulars are not in the opinion of the Purchaser readily procurable, such opinion being final, without cancelling the Contract in respect of the consignments not yet due for supply.
- ii) To cancel the total Contract or balance portion thereof, and if so desired, to purchase or authorize the purchase of the supplies, materials and equipment not so delivered or other deliverable of similar description, when such deliverable exactly complying with the particulars are not, in the opinion of the Purchaser, readily procurable, such opinion being final, at the risk and cost of the Contractor.

17.1.3 In the event of action being taken under sub-clause 16.1 above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account. Contractor shall not however be entitled to gain on such purchase made on account of his default. The manner and method of such alternate purchase shall be at the entire discretion of the Purchaser, whose decision shall be final. This right shall be without prejudice to the right of the Purchaser, to recover the damages for breach of Contract by the Contractor as provided in the Contract or under the general law.

17.1.4 If the Contract is terminated as provided in clause 16.1, the Purchaser in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to the Purchaser any completed items that are found to be useful and acceptable to the Purchaser. The Purchaser shall pay to the Contractor, the Contract price of such completed items that are delivered to and accepted by the Purchaser.

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17.1.5 The termination will not relieve the Contractor from submitting the Performance Bank Guarantee for the portion not terminated.

17.2 Termination of contract for insolvency

If the Contractor becomes bankrupt or otherwise insolvent or goes into liquidation, the Purchaser may, at any time, terminate the Contract, by giving a written notice to the Contractor, without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

17.3 Termination of contract for convenience

After placement of Contract, there may be some unforeseen situations compelling the Purchaser to cancel the Contract. In such a case, the Purchaser will send a suitable notice at least one month in advance to the Contractor for cancellation of the Contract, in whole or in part, for Purchaser's convenience, inter alia, indicating the date with effect from which the termination is to become effective. Depending on the merits of the case, the Purchaser suitably compensates the Contractor on mutually agreed terms for terminating the Contract.

18. Indemnity

The Supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the contract.

19. Settlement of Disputes

All disputes arising out of this order should be settled amicably by the Purchaser and the Supplier. If both the parties fail settle the dispute amicably, the matter shall be referred to the Project Director, ITER-India and whose decision will be final and will have binding on both the parties.

20. Arbitration

20.1 All disputes or differences arising out of or in connection with the Contract including the one connected with the validity of the contract or any part thereof, should be settled by bilateral discussions.

20.2 The Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Purchaser and Contractor. In case, the said Arbitrators are not able to settle the

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dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the Contractor and whose decision shall be final and binding on both the parties. The sole Arbitrator shall have its seat in Ahmedabad or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. The Courts of Ahmedabad, Gujarat shall only have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the Contract.

- 20.3 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- 20.4 The parties shall continue to perform their respective obligations under the Contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

21. Jurisdiction

The courts of Ahmedabad only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this Purchaser Order.

22. Governing Law

The Purchase Order shall be construed and shall be governed by the laws of India and the Supplier shall be required to comply with all the applicable laws with regard to performance of the Purchase Order.

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D. PRICE BID FORMAT:

Bidder shall quote the price in the Price Bid Format (Table-3) provided below:

Table-3: Price Bid Format

Sr. No.	Item Description	Quantity / Unit	Unit Rate (Rs.)	Total Basic Price (Rs.)
1	Pre manufacturing efforts (3-D manufacturing CAD models, BoM, Manufacturing drawings)	01 Set		
2	Manufacture & Supply of SS Cabins	02 Nos.		
3	Total in words:			

Table-4 : Commercial terms, Taxes and Duties (applicable) for Price bid template

Commercial Terms	Vendor Compliance (Yes/No) In case of No, details of change(s) to be specified	
Committed delivery Period of all deliverables at purchaser's site: 6 Months from date of approval of manufacturing drawings by ITER-India		
Delivery Basis: Free Door Delivery Basis duly freight paid, packed & insured basis		
Payment Terms: ITER-India Payment terms will apply [Please Refer clause No. 6 of Section-C]		
Bid Validity: 90 days from date of bid opening		
Warranty: 12 months from the date of final acceptance [Please Refer clause No. 15 of Section-C]		
Submission of Security deposit Bank Guarantee as per tender		
Submission of Advance Payment Bank Guarantee as per tender		
Taxes and Duties (<u>not to be included in the basic price as per Table-3</u>)		
	Value in %	Remarks if any
Goods and Service Tax (pls. specify type of GST applicable against each item).		

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ITER-India, IPR is entitled to avail concessional rate of GST@5% on supply of Items/Goods as per clause no. 3 of Section-C.		
Any other, Please specify		

1. **L1 bidder will be derived based on landed cost derived from Total quoted in sr. no. 3 of Table-3 (i.e. Basic price including all applicable taxes & duties and any other charges, if applicable)**
2. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.

Bidder Signature		
Name of the signatory & Title	Name	Title
Bidder's Official seal		
Place & Date	Place	DD-MM-YYYY

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Appendix-1: Letter for Acceptance of Tender

(This form should be duly filled- in, signed, stamped and sent by the bidder along with the Bid).

From:

Name and address of Applicant Bidder
 Name of Contact Person
 Contact Number (Tel. no., mobile no., Fax no., E-mail)

Date:

To:

The Purchase Officer
 ITER-India, Institute for Plasma Research,
 Block A, Sangath Skyz, Bhat-Motera Road, Koteshwar,
 Ahmedabad 380005,
 Gujarat, INDIA Tel: + 91-79-2326 9656
 Email: purchase@iter-india.org

Subject: Acceptance of the Tender

Dear Sir/Madam,

This is with reference to your tender No.: **I-ITN19010 dated 23.11.2019**. We have gone through all the Technical Specifications, scope of work, scope of supply and other details (Annexure-I) and Terms and Conditions (Annexure-II) of the tender. In this regard, we would like to confirm the following (**Please ✓ against applicable point**).

- We accept all the Technical Specifications, scope of work, scope of supply and other details as per Annexure-I and the Terms and Conditions as per Annexure-II of the tender.
- We accept all the Technical Specifications, scope of work, scope of supply and other details as per Annexure-I and the Terms and Conditions as per Annexure-II of the tender, **except following deviations.**

List of deviations as mentioned below:

Signature

Bidder's stamp

Name:

Position:

Address:

Tel:

Fax:

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Appendix-2: Security Deposit Bank Guarantee Format

(On non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ DATE: _____

THIS DEED OF GURANTEE MADE AT _____ this
_____ day of _____
_____ between _____

having its registered office at _____ and one
of its branches at _____ (hereinafter called “the Bank” which expression shall mean and
include the said _____ and its successors and assigns) of the one part AND ITER-
India (INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road,
Koteshwar, Ahmedabad 380005, Gujarat, INDIA (hereinafter called “the Purchaser” which
expression shall mean and include the said ITER – India, AHMEDABAD and its successors and
assigns) of the other part.

WHEREAS _____ (hereinafter called “the
Contractor/Supplier”) having its registered office at _____ have
entered into a Contract/Purchase Order having Contract/Purchase Order value of INR.
_____ (In words _____) with
the Purchaser being Contract/Purchase Order No. _____ dated _____
for _____ in accordance with the terms, specifications and
conditions contained therein.

AND WHEREAS under the terms of the aforesaid Contract/Purchase Order, the
Contractor/Supplier is to furnish to the Purchaser a Bank guarantee for an amount of
INR. _____ (Rupees _____) being 10% of the total value of the
Contract/Purchase Order by way of security for fulfilment of the Contractual obligations on the
part of the Contractor/Supplier there under.

AND WHEREAS the Contractor/Supplier has requested the Bank to guarantee the due payment
of the aforesaid amount by the Contractor/Supplier to the Purchaser in case the
Contractor/Supplier fails to fulfil any of the aforesaid Contractual obligations.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Bank hereby agrees unequivocally and unconditionally to pay within 48 hours, on
demand, in writing from the Purchaser or any officer authorised by it in this behalf and
without demur, any amount up to and not exceeding INR. _____ (Rupees
_____) to the Purchaser on behalf of the Contractor/Supplier.

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2. This guarantee is valid and binding upon the Bank till final acceptance of the Items under this Contract/Purchase Order and shall not be terminable or affected by notice of any change in this constitution of the Bank or of the firm of Contractor/Supplier or on account of any reason whatsoever.
3. The liability of the Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made or conceded or agreed within or without the knowledge or consent of the Bank or by or between the parties to the said Contract/Purchase Order.
4. The liability of the Bank under this deed is restricted to the sum of INR. _____ (Rupees _____) and same shall remain in force two months beyond Final Acceptance of the ordered Items. In case any further extension of the present guarantee is required the same shall be granted on receiving instructions in writing there for from the Contractor/Supplier on whose behalf this guarantee is issued.
5. Unless proceeding for enforcing this guarantee is commenced against the Bank within two months from the expiry of the aforesaid period or such extended period or periods as aforesaid all the rights of the Purchaser under this guarantee shall be extinguished and the Bank shall be relieved and discharged from all liabilities hereunder.
6. The neglect or forbearance of the Purchaser in enforcement of any of its rights under the aforesaid Contract/Purchase Order against the Contractor/Supplier shall in no way relieve the Bank of its liability under this deed.
7. OUR GUARANTEE shall remain in force until _____ (two months beyond the Final acceptance/Site Acceptance of the Items under this Contract/Purchase Order) and unless a claim under the guarantee is lodged on or before the above date, all rights of Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the _____ have executed this.

This the _____ day of _____ 20_____.

For _____
(Indicate the name of bank with Postal address, Fax Number & email address)

Witnesses:

(1) Name: _____ Signature _____

(2) Name: _____ Signature _____

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Appendix-3: Advance Payment Bank Guarantee Format

(On non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ DATE: _____

1. WHEREAS on or about the _____ day of _____ M/s _____, a company registered under the companies act and having its registered office at _____ (hereinafter referred to as "the Contractor") entered into Contract bearing No. _____ date _____ with ITER-India (INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380005, Gujarat, India (hereinafter referred to as "The Purchaser") for the supply of _____ (hereinafter referred to as "the Equipment")

2. AND WHEREAS under the terms and conditions of the Contract an amount of Rs. _____ (Rupees _____ only) representing _____ percent advance payment out of the Contract value of Rs. _____ (Rupees _____ only) is to be paid by the Purchaser.

3. AND WHEREAS ITER-India has agreed in pursuance of the said terms and conditions of the Contract to make an advance payment of Rs. _____ (Rupees _____ only) to the Contractor on the Contractor furnishing a Bank Guarantee in the manner herein contained.

4. NOW WE, _____ (Name and Address of the Bank) in consideration of the Purchaser having agreed to pay to the Contractor an advance payment of Rs. _____ (Rupees _____ Only) do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs. _____ (Rupees _____ Only) against any damage or loss that may be suffered by the Purchaser by reason of non-fulfillment of any of the terms and conditions of the Contract by the Contractor.

5. WE, _____ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from 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 breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract or by reason of the Contractor(s)'s failure to perform the said Contract. 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).

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6. WE, _____ (Bank) undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present guarantee 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) shall have no claim against us.

7. AND WE, _____ (Bank) hereby further agree that the decision of the said Project Director, ITER-India as to whether the Contractor has committed breach of any such terms and conditions of the Contract or not and as to amount of damage or loss assessed by the said Project Director as damage or loss suffered by the Purchaser/ITER-India on account of such breach would be final and binding on us.

8. 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 Contract or to extend time of performance by the said Contractor(s) 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 the effect of relieving us.

9. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

10. OUR GUARANTEE shall remain in force until _____ (two months beyond final acceptance date) and unless a claim under the guarantee is lodged on or before the above date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the _____ have executed this.

Dated the _____ day of _____ 20_____.

For _____

(Indicate the name of bank with Postal address, Fax Number & email address)

Witnesses:

- (1) Name: _____ Signature _____
- (2) Name: _____ Signature _____

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Appendix-4: Performance Bank Guarantee Format

(On non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ DATE: _____

1. WHEREAS on or about the _____ day of _____ 20____ M/s _____, a company registered under the Companies and having its registered office at _____ (hereinafter referred to as "the Contractor/Supplier") entered into an Contract/Purchase Order bearing No. _____ dated _____ (hereinafter referred to as "The Contract/Purchase Order") with ITER-India (INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380005, Gujarat, India (hereinafter referred to as "The Purchaser") for the supply of _____ (hereinafter referred to as "the Equipment").

2. AND WHEREAS under the terms and conditions of the contract/Purchase Order an amount of INR _____ (Rupees _____ only) representing balance _____ percent payment out of the total value of the contract/Purchase Order of INR _____ (Rupees _____ only) is to be paid to the Contractor/Supplier on the Final Acceptance of the Items and on the Contractor/Supplier furnishing a bank guarantee in a manner herein contained towards satisfactory performance of the equipment during warranty period, viz.12 months from the date of Final Acceptance of the said equipment.

3. NOW WE, _____ (Name and Address of the Bank) in consideration of the promises and the payment of said sum of INR _____ (Rupees _____ Only) by the Purchaser to the Contractor/Supplier do hereby agree and undertake to pay to the Purchaser the amount due and payable under the guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or suffered by the Purchaser 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 no exceeding Rs _____ (Rupees _____ only).

4. WE, _____ (Bank) undertake to pay to ITER-India any money so demanded notwithstanding any dispute or disputes raised by the Contractor/Supplier(s), in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present guarantee bond 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/Supplier(s) shall have no claim against us for making such payment.

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5. WE, _____ (Bank) hereby further agree that the decision of the Project Director, ITER-India as to whether the said equipment is giving satisfactory performance or not during the warranty period and as to the amount of damages suffered by the Purchaser on account of the unsatisfactory performance of the said equipment shall be final and binding on us.

6. AND WE, the _____ (Bank) do hereby agree that our liability hereunder shall not be discharged by virtue of any Contract/Purchase Order between the Purchaser and the Contractor/Supplier whether with or without our knowledge and/or consent or by reason of the Purchaser showing any indulgence or forbearance to the Contractor/Supplier whether as to payment, time for performance, or any other matter whatsoever relating to the contract/Purchase Order 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/Supplier(s).

8. OUR GUARANTEE shall remain in force until _____ (two months beyond the Contract/Purchase Order warranty period) and unless a claim under the guarantee is lodged with us on or before the above date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities thereunder.

In witness whereof, we the _____ have executed this.

Dated the ____ day of _____ 20__.

For

Witnesses:

(1) Name: _____ Signature _____

(2) Name: _____ Signature _____