



PART-A OF TENDER FOR THIRD PARTY INSPECTION  
DURING TORUS CRYO-PUMP HOUSING (TCPH)  
MANUFACTURING

Tender Notice No.

I-ITN20002 dated  
29.10.2020

<b>Title</b>	<b>THIRD PARTY INSPECTION DURING TORUS CRYO-PUMP HOUSING (TCPH) MANUFACTURING</b>
<b>Sub Title</b>	<b>PART-A (I): Essential Eligibility Criteria, Instructions to Bidders, Tender conditions and Bid Submission format</b>

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





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Signature/s in sequence	Signature/s in sequence	Signature/s in sequence

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## PART- A (I)

### 1 INTRODUCTION

ITER will be the world's largest experimental facility to demonstrate the scientific and technological feasibility of fusion power. ITER is an international collaborative project involving seven Parties (China, European Union, India, Japan, Korea, Russia and U.S.A.). ITER is being built at Cadarache, South of France. More information can be obtained from [www.iter.org](http://www.iter.org) or [www.iter-india.org](http://www.iter-india.org) websites. India is one of seven participating members and is responsible for the supply of some of the major systems and equipment for ITER. This 'in-kind' contribution being executed through the Indian domestic agency called ITER-India, Institute for Plasma Research. One of the systems, which India has to deliver for ITER, is Torus Cryo-Pump Housing (TCPH).

ITER-India has placed a Contract with M/s. Vacuum Technique Pvt. Ltd, Bangalore for Manufacturing and Supply of TCPH.

ITER-India would like to appoint Third Party Inspection Agency (TPIA) to carry out inspection and verification of different manufacturing processes to ensure the quality of the final product as per technical specifications of above referred Contract documents and approved MIPs (Manufacturing & Inspection Plan). The purpose of this document is to define the scope of work and other terms and conditions for TPIA to carry out the Third Party Inspection during manufacturing of ITER TCPH.

ITER-India shall provide all manufacturing drawings and Section-B (Technical Specification of TCPH) of Tender documents to TPIA. ITER-India shall also provide approved Quality Plan and MIPs (Manufacturing & Inspection Plan).

### 2 ESSENTIAL ELIGIBILITY CRITERIA

Bids meeting the Essential Eligibility Criteria (EEC) shall only be considered as "Eligible Bids" and will only be shortlisted for further evaluation. Bidder must submit two sets of original documents or attested copies of original documents in support of eligibility criteria. Mere meeting the eligibility criteria in itself does not mean technical evaluation and qualification of the bid(s).

Essential Eligibility criteria	Evidence to be submitted
(i) Bidder must be a company registered in India for last Ten years up to FY 2019-2020.	Certificate of incorporation from Registrar of companies
(ii) The Bidder must be an ISO 9001:2015 certified organization	Valid ISO certificate
(iii) The Bidder shall have minimum of 10 years' of continuous experience (from tender date) of Third Party Inspection activities in Heavy Engineering Industries (Pressure	(1) Proof of bidder's experience in TPI related to (a) Dimension Inspections, (b) Non Destructive Examinations



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<p>Vessel/Vacuum Vessel) involving at least but not limited to the (a) Dimension Inspection Technique, (b) NDT Techniques including Helium Leak Test and (c) Documentation Review.</p>	<p>including UT, LPT and Visual and (c) Documentation Review.</p> <p>(2) Unpriced Purchase order copies with brief description of work. (Minimum 1 PO copy dated 10years before the tender date and another PO copy within 3 years of the tender date).</p> <p>(3) Certificate of completion and/or invoice copies against the PO copies mentioned in above sr. no. 2.</p>
<p>(iv) The Bidder shall have the resources with following qualification requirements at least 4 Nos. of inspectors</p> <p>a) Minimum 10 years of experience in the Heavy Engineering Industry (Pressure Vessel/Vacuum Vessel)</p> <p>b) NDE LEVEL –II in Leak Testing (At least 02 out of 04), RT, UT, Visual Inspection and LPT.</p> <p>c) Knowledge of ASME Codes &amp; Standards</p> <p>d) Age of Inspector shall be less than 60 years.</p> <p>e) Inspectors must be regular employees with TPIA.</p>	<p>Bio-data of Inspectors, Experience Certificate, NDT Certificates and Evidence of regular employment / supporting document.</p>
<p>(v) The Bidder must have relevant experience of working with ASME codes and standards in last five years from tender date</p>	<p>(1) Name of contracts and Details of inspections (e.g. dimension, NDE, document review etc.) carried out with ASME codes and standards.</p>
<p>(vi) The Bidder must have executed, Two contracts/orders each of Rs. 15 lakhs or more</p>	<p>(2) Copies of Purchase orders with brief description of work.</p> <p>(3) Certificate of completion from Purchaser and/or invoice copies</p>
<p>(vii) Average yearly turnover of the Bidder for last three financial years up to financial year 2019-20 shall be more than 30 Lacs INR.</p>	<p>Audited financial statements for last three financial years</p>



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### 3 INSTRUCTIONS TO THE BIDDERS

#### 3.1 Invitation to Tender

- 3.1.1 ITER-India invites sealed bids from tenderers in duplicate (one original and one photo copy) for “Third Party Inspection during manufacturing of TCPH” as per the scope, tender specifications and General Conditions of Contract detailed in various clauses of this tender document. If the Bidder is eligible and is in a position to quote for the services in accordance with the tender specifications and General Conditions of Contract given in this tender document, the Bidder is invited to submit the bid in a manner and method specified hereinafter.
- 3.1.2 The Bidder is required to submit all supporting documents/information necessary for establishing their compliance with the eligibility criteria indicated in the tender document as part of the Part-A bid.
- 3.1.3 **Tender Fee (Non-refundable):** The Bidder shall submit tender fee (ref. **3.1.5**) of **INR 590/- (Indian Rupees Five Hundred and Ninety only)** inclusive of applicable GST along with Part-A bid (Technical and Commercial bid without Price). The tender fee shall be paid by Demand Draft from any nationalized bank or SBI or ICICI or IDBI or HDFC or AXIS Bank drawn in favour of **Institute for Plasma Research A/c ITER-India, payable at Ahmedabad**. Tender Fees 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 Part-A. 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

- 3.1.4 **Earnest Money Deposit:** Interest-free Earnest Money Deposit (EMD) of **INR 45000 (Indian Rupees Forty Five thousand only)** must be submitted along with **Part-A** by way of Demand Draft/RTGS/NEFT as per the details provided in clause No. **3.1.3** above. No interest shall be payable on EMD amount, till it is retained by the Purchaser. The EMD shall specifically bind the Bidder to keep his offer valid for acceptance and to abide by all the conditions of the tender documents in the event of the Purchaser deciding to award the Contract to the said Bidder. The EMD in respect of unsuccessful Bidder shall be returned, without any interest, after the award of Contract/Order and its acceptance by the successful party. The EMD in respect of successful bidder shall be released after receipt of Security Deposit (SD) Bank Guarantee from the successful bidder.



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- 3.1.4.1 Proof of submission of EMD by RTGS/NEFT to be submitted along with Part-A. The bid received from the Bidder without the prescribed EMD (ref. **3.1.5**) shall not be considered for further evaluation.
- 3.1.4.2 The EMD shall be forfeited in case the Bidder fails to comply with any of the terms and conditions stipulated in the tender documents, after submitting his bid.
- 3.1.5 **Bids received (except bidders registered with National Small Industries Corporation (NSIC)/Directorate of Purchase and Stores (DPS)/Micro and Small Enterprises (MSEs) for Items/work similar to this tender) & such bidders furnishing proof of valid registration certificate or any other valid proof) without the prescribed Tender Fee and EMD shall not be considered for further evaluation.**
- 3.1.6 It is clarified that the issue of tender document allows only the submission of offer and does not automatically qualify the tenderer. ITER-India's decision to consider as to whether a bidder has met with the eligibility criteria is final.
- 3.1.7 One bid per Bidder: Each Bidder shall submit only one bid for the tender.
- 3.1.8 It must be clearly understood that any Contract concluded pursuant to invitation to this tender shall be governed by the General Conditions of Contract, scope, tender specifications and other details given in this tender document. Tenderers must, therefore, take special care to go through these clauses of this tender document.
- 3.1.9 All communications and submissions of the bids shall be addressed to,  
The Purchase Officer  
ITER-India, Institute for Plasma Research,  
Block- A, Sangath Skyz, Bhat-Motera Road,  
Koteshwar, Ahmedabad 380 005, Gujarat, India  
Tel: + 91-79-2326 9656, Fax: + 91-79-2326 9591/2326 9501  
**E-mail: [purchase@iter-india.org](mailto:purchase@iter-india.org)**

### General Instructions

- 3.1.10 This is a TWO - PART PUBLIC TENDER. The Bidder shall submit the offer simultaneously as two parts in separate envelopes.
- a) **Part-A** : "Technical and Commercial bid without Price"  
b) **Part-B** : "Price Bid"
- 3.1.11 Tender Documents are available on ITER-India website <https://www.iter-india.org/tenders> under "Opportunities for Industry/ITER India Tenders" menu select Public/Global Tender option for download
- 3.1.12 Alternatively tender documents in hardcopy form can also be obtained directly (in person/by post) from the Purchase Officer, ITER-India by submitting the prescribed Tender Fees. The hard copy of Tender documents in this mode shall be issued up to **24<sup>th</sup> November 2020**.
- 3.1.13 **Format for Part-A:** Part-A submission shall be made by the Bidder as per the details given in **Annexure-1** of tender document.



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- 3.1.14 **Format for Part-B:** The Bidder shall quote Price as per Part-B format given in **Annexure-2** of tender document.
- 3.1.15 Any change in the constitution of the TPIA's firm should be disclosed to the Purchaser, at any time between the submission of bids and the signing of the Contract.
- 3.1.16 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 valid documents in this regard are submitted to the Purchaser by the Bidder immediately and before the last date of submission of bids
- 3.1.17 The Bidder must take special care to go through General Conditions of Contract. Bids submitted with counter-conditions or with deviations from the General Conditions of Contract or tender specifications of this tender document are liable to be rejected.
- 3.1.18 The Bidder should confirm to the tender specifications and General Conditions of Contract and strictly adhere to them, while bidding.
- 3.1.19 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 Contract.
- 3.1.20 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.
- 3.1.21 Any technical and commercial queries, information, clarifications etc., required pertaining to this tender may be obtained from the **Purchase Officer** and the Bidder will send such requests to the Purchase strictly as per enclosed format (**Annexure-4**) only. A softcopy of the queries should also be sent along with the hardcopy in a suitable media or by e-mail to [purchase@iter-india.org](mailto:purchase@iter-india.org). Queries/clarification/ information sought in any other manner will not be acceptable and shall not be responded.
- 3.1.22 The Bidder shall be deemed to have carefully read all clauses of the tender document and obtained clarifications from the Purchaser where needed and in general, obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his bid, to his complete satisfaction before submitting the bid.
- 3.1.23 In particular and without prejudice to the foregoing conditions and in addition thereto, when tenderers are called for furnishing particulars, the Bidder's confirmation to provide services in accordance with such particulars shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and satisfied himself before bidding as to the correctness and sufficiency of his bid for the services and charges quoted as per the format given in **Part-B**, which charges shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the services.
- 3.1.24 The Purchaser shall not be responsible for expenses incurred towards preparation and submission of bid documents as well as other expenses incurred towards it including attending meetings at Purchaser's place.

3.1.25 The Purchaser reserves the right to carry out physical verification of facilities/offices to assess Bidder's capability and capacity to perform the service. In case, any deficiency/discrepancy is noticed at any point of time between the documents submitted and the physical verification, the bid is liable to be rejected or Contract is liable to be cancelled.

3.1.26 No deviation/exception to any of tender specifications and General conditions of Contract is acceptable except such deviation/exception is agreed in writing by the Purchaser.

### 3.2 **Corrupt or Fraudulent Practices**

3.2.1 The terms "corrupt practice" and "fraudulent practice" are set forth as follows:

- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official during the tendering process
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a tendering process to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid Prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

3.2.2 The Purchaser will reject a proposal for award of Contract, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.

3.2.3 The Purchaser will declare a Bidder ineligible, either indefinitely or for a stated period of time, for awarding a Contract/Contracts, if at any time, the Purchaser determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract.

3.3 **Amendments to Tender Document:** The Purchaser reserves the right to issue any amendments, clarifications, etc. to the specifications and documents giving reasonable time, prior to the bid submission. Such amendments, clarifications etc., shall be given due considerations by the Bidders while submitting the bids and invariably enclose such documents as a part of the bid. All such amendments, clarifications, etc., shall be posted in ITER-India website: [www.iter-india.org](http://www.iter-india.org) and also notified through e-mail to those bidders who have already registered for the pre-bid meeting. The bidders are requested to visit ITER-India website periodically. No corrigendum will be published in the newspapers. ITER-India shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

### 3.4 **Acceptance/Rejection of Bids**

3.4.1 The Purchaser reserves the right to accept or reject, lowest/any/all bid(s) without assigning any reasons whatsoever and without any liability to the Purchaser.

3.4.2 Non-compliance to tender scope, tender specifications and/or General conditions of Contract can lead to rejection of received bids.

3.4.3 Conditional discount, if any offered by the Bidder shall not be considered and may lead to the rejection of the bid.

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

- 3.4.5 Acceptance of bids by the Purchaser may be sent by Priced Letter of Intent/Purchase Order/Contract within the validity of the bid. In case of such Letter of Intent, the Bidder whose bid is accepted and who is herein after referred to as TPIA will proceed with the execution of the Contract on the basis of such advance acceptance of bid without waiting for a formal Purchase Order/Contract and will be responsible to seek and obtain whatever clarifications that are necessary from the Purchaser to proceed with the execution of the Contract and the validity of the Contract will be reckoned from the date of issue of such Letter of Intent.
- 3.4.6 Unsuccessful Bidder will not be informed of the result of their bids.

#### 4 ROADMAP UNTIL AWARD OF CONTRACT

The following roadmap will be followed from “Issue of tender” to “Award of Contract”.

- (a) Interested Bidders shall download tender document from ITER-India website <https://www.iter-india.org/tenders> under “Opportunities for Industry/ITER India Tenders” menu select Public/Global Tender option
- (b) Pre-bid meeting with Bidders will be organized at ITER-India (Institute for Plasma Research), Block-A, Sangath Skyz, Bhat – Motera Road, Koteshwar, Ahmedabad – 380005, Gujarat, India and bidders will be allowed to participate **remotely via MS Teams. Link for joining the pre-bid meeting will be sent to the registered bidders well in advance.**
- (c) Pre-bid clarifications (if any) will be issued to all the registered Bidders and also shall be posted in ITER-India website.
- (d) The Bidders will submit the offer in two parts, Part-A (Technical and Commercial bid without Price) and Part-B (Price Bid) with all necessary supporting documents as required on or before the due date and time.
- (e) **Part-A will be opened in presence of attending bidders via MS Teams on the due date at 2:30 pm (IST). Link for joining the meeting will be sent to the bidders well in advance of due date and time.**
- (f) ITER–India will evaluate Part-A offers, hold techno-commercial discussion with eligible Bidders (if required), shortlist the Bidders, etc.
- (g) If required, the bidder shall be called by ITER-India at Purchaser’s place/on-line for discussion in connection with the evaluation process.
- (h) Intimation of price bid opening to technically qualified Bidders by the Purchaser
- (i) Price bid (Part-B) of only qualified Bidders shall be opened
- (j) Evaluation of Price Bid.
- (k) Award of Contract for “Third Party Inspection during manufacturing of TCPH” to technically accepted L1 bidder

#### 5 Pre-bid Meeting

- 5.1 A pre-bid meeting for providing clarifications to the Bidders will be held on **11<sup>th</sup> November 2020 – Time – 10:30 am to 1:00 pm**, remotely via MS Teams. Link for joining the pre-bid meeting will be sent to the registered bidders well in advance. In the pre-bid meeting, the Bidders shall take part in the discussions to ensure that all tender requirements are clearly understood by all the stakeholders. The Bidders interested in attending pre-bid meeting shall



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register using the format given in **Annexure-3** on or before **7<sup>th</sup> November 2020**.

- 5.2 The Bidders are required to furnish in writing their queries (both technical and commercial) at least five working days prior to the stipulated date of pre-bid meeting. If the queries submitted by the Bidders are in parts, then latest query should have all previous queries separated and marked properly, so that earlier information is available in consolidated form at single point. The Bidders are required to raise the Queries if any, strictly as per enclosed format (**Annexure-4**) only. A softcopy of the queries (in xls or doc file) should also be sent along with the hardcopy in a suitable media or by e-mail to [purchase@iter-india.org](mailto:purchase@iter-india.org).
- 5.3 The responses to tenderer's queries/clarifications/information will be discussed and sent to all the registered Bidders and the same shall also be posted on ITER-India website.
- 5.4 In case Bidder makes any alternative suggestions with respect to the tender requirements, the same will be discussed and noted for further evaluation by the Purchaser. However, ITER-India reserves the right to accept or reject such suggestions at its discretion.
- 5.5 Any modification of the tender document, which may become necessary as a result of the pre-bid meeting shall not be published in newspapers, but shall be posted on ITER-India website and hence the bidders are requested to visit ITER-India website periodically.

## 6 Manner and Method for Submission of Bids

- 6.1 All bids shall be made in ENGLISH in the prescribed formats. Any printed literature submitted with the bid in any other language shall be accompanied by authenticated English translation and for interpretation, the English version shall govern.
- 6.2 All bids in response to this tender shall be submitted in TWO PARTS and in different envelopes. All technical details along with commercial terms and conditions (without Price) shall be included only in Part-A of the bid. Part-B (Price bid) comprising of Price shall be submitted in a separate envelope.
- 6.3 The Part-A (Technical and Commercial bid without Price) shall be enclosed separately in the envelope, duly sealed and superscribed with the Tender Notice Number and due date and time for receipt. The Bidder shall take special care in order not to mix-up Price details with the Part-A (Technical and Commercial bid without Price) and vice versa. Any violation of these conditions may lead to rejection of the bid.
- 6.4 **Price Bid should be submitted as per Part-B of the tender document. The Price Bid (Part-B) should be enclosed in separate envelope duly sealed and superscribed with the tender number and due date and time for receipt. Part-B (Price bid) content shall be strictly avoided in soft copy submission.**
- 6.5 The Bidder shall prepare required number of copies of the bid, clearly marking each Original Bid and Copy of Bid as appropriate. In the event of any discrepancy between them, the original shall govern. All pages of the bids shall be numbered. The original and the copy of the bid shall be typed or written in indelible ink and shall be signed as well as initialised at bottom right hand corner of each page, by the Bidder to bind the Bidder to the Contract. The name and position held by each person signing the bid must be typed or printed below the signature. All signatures in the bid shall be dated and shall bear the seal of the Bidder. Un-amended printed literature attached to the bid need not be initialised.
- 6.6 Corrections and alterations shall be signed in full by the Bidders with date & official seal.



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- 6.7 The Bidder should use high quality plastic envelopes/covers to protect the bids from any damage in transit. The bid document shall not be submitted in form of loose papers. It should be submitted in spiral binded/file form
- 6.8 If the envelopes are not sealed and marked as indicated in the tender, then the Purchaser will assume no responsibility of pre-mature opening of the bid leading to the consequences such as rejection of bid, etc.
- 6.9 Bids received after last date and time WILL NOT be considered and therefore, it is in the interest of the tenderers to ensure that the tenders reach the Purchase Officer, ITER-India on or before the due date and time stipulated for receipt of bids.
- 6.10 ITER-India shall not be responsible for postal delays or any other delays in receipt of bids.
- 6.11 The envelopes received without Tender notice no. & date, due date and title of tender shall be rejected.
- 6.12 Sealed bid documents can be sent by Speed Post/Registered post/courier/by hand i.e. in-person (to be submitted to ITER-India gate authority) so as to reach us before the stipulated due date and time.

## 7 Due Date and Validation of Bid

- 7.1 The bid shall be complete in all aspects and shall include all details as per requirements of Part-A and Part-B and must be submitted in sealed envelopes in duplicate together with one set of soft copy (For Part-A only) in Flash Drive/DVD/CD **on or before 13.00 hours (Indian Standard Time) on 2<sup>nd</sup> December 2020** to the Purchase Officer, ITER – India at the address given in clause no. **3.1.9** (of Part-A(I)) of this document.
- 7.2 The bid shall be kept valid for acceptance for a period of **120** (one hundred and twenty) days from the date of opening of Part-A (Technical and Commercial bid without Price) of the tender.
- 7.3 Bidders are requested to prepare and submit their bids well in advance to the due date and time with due consideration of lead times required for an assured delivery by postal services to avoid unfortunate delays
- 7.4 ITER-India shall not be responsible for any delay or loss of bid documents in transit

## 8 Opening of Part-A (Technical and Commercial bid without Price)

- 8.1 Unless otherwise advanced or postponed with advance intimation to the Bidders, Part-A (Technical and Commercial bid without Price) will be opened **at 14:30 hours (Indian Standard Time) on 2<sup>nd</sup> December 2020** at ITER-India, Block- A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380 005, in presence of the Bidders or their authorized representatives who wish to participate in the opening of bids via MS Teams. Link for joining the Tender Opening via MS Teams will be sent to the bidders well in advance. Those who are attending the tender opening should produce an authorization letter, failing which he/she may not be allowed to participate in the tender opening

## 9 Evaluation of Part-A Bid

- 9.1 The bids of such Bidders who meet the eligibility criteria stipulated in the **clause No. 2** (of Part-A(I)) of tender documents shall only be considered for detailed techno-commercial evaluation. Detailed techno-commercial evaluation will take into account the financial and



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technical capabilities as well as such other criteria as per the tender documents. If required, the bidder shall be called by the purchaser at purchaser's place or through on-line meeting for discussion in connection with the evaluation process.

- 9.2 Bids that are found to be compliant with the Essential Eligibility Criteria, the scope of work, technical specifications and General conditions of the Contract specified in Part-A of the tender documents, shall be shortlisted as Technically Qualified Bids. Decision of ITER-India in respect of non-compliance shall be final and binding on the bidders.

## 10 Clarifications regarding Part-A (Technical and Commercial bid without Price)

- 10.1 After opening of the Part-A (Technical and Commercial bid without Price) of the tender, if it becomes necessary for the Purchaser to seek clarifications from the Bidders regarding technical and commercial terms and conditions of the tender, the same will be sought from the Bidders. In such an event, the Bidder will furnish all the technical and commercial information/clarification to reach The Purchase Officer, ITER-India, on or before the date and time fixed for submission of such clarifications, by the Purchaser. If the technical and commercial clarifications sought for, do not reach on or before the due date and time fixed, such bids are liable to be rejected without any further notice.
- 10.2 The Bidder will not be considered as qualified, if he has a poor performance record such as: abandoning of works, not properly completing Contracts, inordinate delays due to the bidder in completing Contracts; adverse litigation history, poor quality of works, financial failure, etc. ITER-India reserves the right to approach previous clients of the applicant Bidders to confirm the claims of the Bidders.
- 10.3 The Bidders shall not have the option of revising the PRICE BID after Part-A is opened.
- 10.4 All technical and commercial aspects pertaining to Part-A (Technical and Commercial bid without Price) of the tender will be finalised prior to opening of Part-B (Price bid) and no change in this regard shall be accepted after opening of Part-B (Price bid).
- 10.5 Bidder shall not mention any terms & conditions in the Price Bid (Part-B).

## 11 Opening of Part-B (Price bid)

- 11.1 The Part-B, Price bid of only such eligible and technically qualified Bidders whose Part-A bids are found qualified will be opened. Date and time for opening of the Part-B will be decided by the Purchaser and the same shall be intimated in advance only to qualified bidders to enable them to participate in the tender opening (Price Bid Opening).
- 11.2 Unless otherwise decided, Part-B (Price bid) of qualified bidders will be opened at ITER-India, Block- A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380 005, Gujarat in presence of the Bidders or their authorized representatives who wish to participate in the opening of bids. In case, Purchaser decides to allow the qualified bidders to join the Price Bid Opening via MS Teams, the link for joining the Price Bid Opening will be sent to the bidders well in advance. Those who are attending the tender opening should produce an authorization letter, failing which he/she may not be allowed to participate in the tender opening.

## 12 Evaluation Criteria

The evaluation criteria to be adopted for this tender is as follows:



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- i. The Bidder shall meet eligibility criteria
- ii. The Bidder shall be technically qualified
- iii. The Bidder shall be the lowest among technically qualified bidders.
- iv. Conditional discount, if any, offered by the bidder shall not be considered and may lead to the rejection of the bid.
- v. The landed price including applicable taxes shall be considered for bid evaluation

### 13 Construction of Contract

It is the intent of the Purchaser to incorporate the General Conditions of Contract, Tender Specifications, Price bid in the final Contract to be signed between the Purchaser and the successful tenderer.

### 14 TENDERING SCHEDULE

The tentative schedule for the tendering process is presented in Table-1.

Table 1: Tendering Schedule (tentative)

Sr. No.	Activity	Tentative Schedule / Date
1	Tender Notification	29.10.2020
2	Registration for pre-bid meeting	07.11.2020
3	Submission of pre-bid queries in the prescribed format	07.11.2020
4	Pre-bid meeting	11.11.2020
5	Bid submission due date and time (Part-A & Part-B)	02.12.2020 by 13:00 hrs (IS)
6	Opening of Techno-commercial bids (Part-A)	02.12.2020 by 14.30 hrs (IST)
7	Techno-commercial Bid Evaluation & Clarifications (if required).	—
8	Opening of Price Bids (Part-B) of techno-commercially qualified bids	Will be intimated to qualified bidders
9	Price Bid Evaluation & Clarifications (if required).	—
10	Issuance of LoI / Contract sign off	—

**Notes:**

- 1 In case of any change, revised dates will be communicated to the Bidders in advance and posted on ITER-India website.
- 2 In the event of any date indicated above is declared as holiday, the next working day shall become operative for the respective purpose mentioned herein.



## 15 GENERAL CONDITIONS OF CONTRACT

### 15.1 Definitions

- (a) **“SCOPE OF WORK/SERVICES”** shall mean the Scope of Work defined in the tender for carrying out the Third Party Inspection during manufacturing of TCPH.
- (b) **“TPIA”** shall mean Third Party Inspection Agency engaged by ITER-India to carry out Third Party Inspection during the TCPH Manufacturing at M/s VT Bangalore.
- (c) **“THIRD PARTY”** shall mean the party authorized to carry out the assigned job on behalf of the Purchaser.
- (d) **“PURCHASER”** shall mean the ITER-India, acting through the Project Director or his authorized representative herein after called as **“ITER-India (I-I)”**
- (e) **“PROJECT DIRECTOR”** shall mean Project Director of ITER-India and includes any other officer entrusted with the function of purchase order/contracts by the ITER-India.
- (f) **“VT”** Shall mean M/s. Vacuum Technique Pvt. Ltd, Bangalore.
- (g) **“I-I”** shall mean ITER-India (Institute for Plasma Research), Ahmedabad.
- (h) **“IO”** shall mean ITER – Organization.
- (i) **“PROJECT MANAGER/PM”** shall mean the person authorized to act as Project Manager by competent authority of ITER-India.
- (j) **“INSPECTOR”** shall mean any person appointed by or on behalf of the Purchaser to carry out TPI.
- (k) **“PARTY”** shall mean either the PURCHASER or the CONTRACTOR/SERVICE PROVIDER.
- (l) **“PARTIES”** to the Contract are the Contractor/Service Provider and the Purchaser named in the Purchase Order/Contract.
- (m) **“CONTRACTOR / SUPPLIER/TPIA”** shall mean the firm or company with whom or with which the contract for providing services of Third Party Inspection is placed and shall be deemed to include the Contractor’s legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Purchaser.
- (n) **“CONTRACT/ WORK ORDER”** shall mean the communication or document signed for and on behalf of the Purchaser by an Officer duly authorized confirming the acceptance, for and on behalf of the Purchaser and signed by the authorized representative of the contractor on the terms and conditions mentioned or referred to in the said communication or document, including all attachments and appendices thereto.
- (o) **“BID”/ “TENDER”/ “QUOTATION”** shall mean and include offer and quotation.
- (p) **“PRICE”** shall mean the basic prices quoted by the Contractor in his Proposal for the entire scope of work and terms & condition covered under this tender document.
- (q) **“TENDERER”/“BIDDER”/“VENDOR”** shall mean the entity who seeks to provide services by sending Tender/Bid/Quotation.

- (r) **“ORDER ACKNOWLEDGEMENT”** shall mean, for administrative reasons, the written acknowledgement sent by the Contractor to the Purchaser as soon as the Contract is signed by the Parties.
- (s) **“MAN MONTH”** shall mean a one person's working for 8 hours per day considering 30 days in a month, considering Sunday or any other week-day declared as a Holiday by the company where inspection is being carried out and closed holidays as declared by the company where inspection is being carried out.
- (t) **“ONE MAN DAY”** shall mean a one person's 8 hours working on any day excluding to and from time and lunch time.

## 15.2 Interpretations

15.2.1 In the Contract, except where the context requires otherwise:

- 15.2.1.1 Words indicating one gender include all genders;
- 15.2.1.2 Words indicating the singular also include the plural and words indicating the plural also include the singular;
- 15.2.1.3 provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- 15.2.1.4 the word “tender” is synonymous with “bid”, “tenderer” with “Bidder” and “tender documents” with “bidding documents”; and
- 15.2.1.5 “written” or “in writing” means hand-written, type-written, printed or electronically made, electronic mail resulting in a permanent record.

15.2.2 The marginal words and headings shall not be taken into consideration in the interpretation of these conditions.

15.2.3 **Persons:** Words incorporating persons or parties shall include firms, companies, corporations, government entities and other bodies whether incorporated or not but having legal entity.

15.2.4 **Entire Agreement:** The Contract constitutes the entire agreement between the Purchaser and TPIA with respect to the subject matter of Contract and includes all written communications, negotiations and agreements of parties with respect thereto made prior to the date of Contract that are included as reference in the Contract.

15.2.5 **Non-waiver:** No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

15.2.6 **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and general conditions of the Contract.



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15.2.7 **Rejection of Bid:** Non-compliance to tender scope and/or tender terms and conditions are liable for rejections. Decision of ITER-India in respect of non-compliance shall be final and binding on the Bidder.

### 15.3 Language

15.3.1 The ruling language of the Contract and language for communication shall be English.

### 15.4 Governing Law

15.4.1 The Contract shall be governed by laws of India and the Contractor shall be required to comply with all the applicable laws with regard to performance of the Contract.

### 15.5 Jurisdiction

15.5.1 The courts in Ahmedabad (Gujarat state, India) only shall have exclusive jurisdiction to deal with and decide all disputes arising out of related Contract.

### 15.6 Publicity

15.6.1 No publicity of any kind whatsoever regarding the Contract shall be given by the TPIA without prior written permission of the Purchaser

### 15.7 Purchaser's Documents

15.7.1 The TPIA may, at his cost, copy, use and obtain communication of the Purchaser's documents for the purposes of the Contract. They shall not be copied, used or communicated to any other agency by the TPIA.

### 15.8 Confidentiality

15.8.1 The TPIA shall take necessary steps to ensure that all persons employed on any work/service in connection with this Contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such services under the Contract.

15.8.2 All information, drawings, diagrams, specifications imparted to the TPIA shall, at all times, remain the absolute property of the Purchaser. The TPIA shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.

15.8.3 The TPIA shall agree and acknowledge that in the course of their discussions and interaction, the Purchaser may disclose information of confidential and proprietary nature relating to its know-how, and technology to the TPIA. Such information shall be considered as confidential. The TPIA agrees to keep it confidential and secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need to know basis, without the prior written permission of the Purchaser.



## 15.9 Secrecy

- 15.9.1 All information, documents and other related documents forming part of the enquiry, tender or Contract are property of the Purchaser and shall not be used for any other purpose, except for execution of the Contract. The technical information, documents and other related documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/ or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever, without the Purchaser's prior consent in writing, except to the extent required for the execution of this Contract. This technical information and other related documents shall be returned to the Purchaser with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.
- 15.9.2 A Non-Disclosure Agreement shall be signed between the Purchaser and TPIA as per **Annexure-6**.
- 15.9.3 In the event of any breach of this provision, the TPIA shall indemnify the Purchaser from any loss, cost or damage or any other claims whatsoever from any parties claiming from or through him in respect of such breach.

## 15.10 Independent Contracts

- 15.10.1 The TPIA shall be an independent entity performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto. Subject to the provisions of the Contract, the TPIA shall be solely responsible for the manner in which the Contract is performed. All employees engaged by the TPIA in connection with the performance of the Contract shall be under the complete control of the TPIA and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract shall be construed to create any Contractual relationship between any such employees or representatives and the Purchaser. The TPIA shall indemnify the Purchaser for any loss suffered or costs incurred by the Purchaser on account of any claims raised by the employees/representatives to whom the TPIA is solely responsible in terms hereof or under the Contract.

## 15.11 The Purchaser

### 15.11.1 General obligations

- 15.11.2 The Purchaser shall request EP contractor to provide reasonable facilities to the inspecting personnel for carrying out inspection. The facilities will include all materials, measuring instruments, tools, testing fixtures, testing equipment and laboratory etc.
- 15.11.3 The Purchaser has the right not to call the TPIA for inspection and testing of any equipment/item or any of the test without assigning any reason
- 15.11.4 Purchaser has the right to exclude or include any of the equipment/item, without assigning any reason

### 15.11.5 Purchaser's Representatives

- 15.11.6 The Purchase Officer as mentioned in the Contract is the Purchaser's representative for all commercial matters of the Contract.



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15.11.7 The Project Manager shall execute such duties assigned to him by the Project Director for smooth execution of the Contract.

15.11.8 The Engineer-in-Charge shall coordinate and supervise the task assigned by the Project Manager

**15.12 The Third Party Inspection Agency (TPIA)**

**15.12.1 General obligations**

15.12.1.1 The TPIA shall carry out the inspection with due care and diligence in accordance with the Contract and with the Purchaser's instructions

15.12.1.2 The TPIA shall be deemed to have carefully examined the tender document and obtained clarifications from the Purchaser where needed, the nature of work and expertise necessary for the execution of the Contract, all necessary information for risks, contingencies and other. The charges quoted in the Price bid (Part-B), which rate shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the services. The TPIA acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully carrying out the activities. No claim on his part which may arise on account of non-examination or misunderstanding of the particulars and/or matter related to site will, in any circumstances, be considered payable by the Purchaser.

15.12.1.3 During the tenure of the Contract with ITER-India, the TPIA (successful Bidder) shall not enter into Contract with Vacuum Technique Pvt Ltd or its sub-contractors/vendors for any of the activities related to ITER-India's contract titled "Design, Fabrication and Supply of Torus Cryo Pump Housing" and the TPIA shall submit declaration to the Purchaser in this effect along with Part-A bid

15.12.1.4 The TPIA shall be fully conversant with the National/International Product Specifications, Standards and Codes and shall ensure the direct access/possession of the latest (as on the date of inspection including amendments thereto) applicable International and European standards & codes.

15.12.1.5 Compliance with law: The TPIA shall comply with all laws in force in the country where the services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the TPIA. The TPIA shall pay for damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the TPIA or his personnel. The TPIA shall fully indemnify and keep indemnified the Purchaser against all claims of whatsoever nature including claims from any employees of the TPIA arising during the course of execution of the Contract.

15.12.1.6 No person deployed for Purchaser' work shall be replaced without written permission of Purchaser.

15.12.1.7 Employees of TPIA shall abide by the rules of VT, its subcontractors and ITER-India during inspection/visit. In case of misbehaviour, proven incompetence or gross negligence, the Purchaser shall require the replacement of the personnel deployed for Purchaser's



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assignment. These personnel shall be replaced with a competent person by the TPIA immediately after taking approval from Purchaser. The Purchaser also has the right to ask for replacement of TPIA personnel without assigning any reason

**15.12.1.8 All Inspection personnel being offered to the Purchaser shall be regular employees**

15.12.2 The TPIA shall arrange safety equipment like helmet, safety Dress, safety shoes etc. at their own cost. The Purchaser/EP contractor/Manufacturer shall not be responsible for any loss/damage on this account.

**15.12.3 Sub-Contracting, subletting or assignment of Contract**

15.12.3.1 The TPIA shall not sublet, transfer or assign the Contract or any part thereof to any other Contractor/sub-contractor. Any breach of this condition shall entitle the Purchaser to cancel the Contract or any part thereof and/or recover from the TPIA damages arising from such cancellations.

**15.12.4 Place of Work:**

**M/s. Vaccum Techniques Pvt Ltd.  
No. 2/13, 1st Phase,  
Peenya Industrial Area,  
Bangalore - 560058**

TCPH work shall be executed at the above location. However deputed inspector shall also cover the nearby inspection activities within periphery of approximate 40 kms from above location. No extra cost will be paid to the inspector. The TPIA will comply with safety and regulatory requirements of VT during contract execution. I-I shall not be responsible for any loss/damage on this account.

In case of inspection activities carried out for a small duration (Less than a month) then purchaser will pay for the man-day used.

If any need for inspection at other location/site in India, TPIA will be notified before one week of Inspection activities. Cost of such inspection will be as per mutual agreement.

**15.13 Contract Price and Payment**

15.13.1 The payment to the TPIA shall be made only in Indian Rupees

15.13.2 The Price shall remain firm, fix and non-revisable during validity/extended validity period of the Contract. No Price Variation Clause is admissible. Quoted Price should be firm and fix and is inclusive of all expenses to carry out the job at VT Bengaluru.

15.13.3 Bank Charges: All bank charges to be borne by the TPIA.

**15.13.4 Terms of Payment**



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- (a) Contractor shall raise the monthly invoice only after approval of “Monthly Inspection Report” and attendance sheet (with in and out time) from ITER-India for the given month. Payment will be made within 30 days from the date of acceptance of invoice.
- (b) TDS will be deducted at prevailing rate from the invoices under section 194J of Income Tax Act. TDS at the prevailing rate as per GST act will be deducted from the invoices.

#### 15.13.5 Mode of payment

- 15.13.5.1 All payments to the TPIA shall be directly made by the Purchaser through Bank transfer/RTGS/NEFT. Payment made by the Purchaser herein shall not be deemed to constitute acceptance by the Purchaser of the services or any part(s) thereof.
- 15.13.5.2 The Purchaser will release payment due to the TPIA within 30 (thirty) days provided the TPIA submits error free invoice/s duly signed & stamped in triplicate along with the required documents that are complete and acceptable in all respects.
- 15.13.5.3 The Purchaser reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. The Purchaser further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may have been included by one of the parties as an item of dispute before an arbitrator appointed under arbitration clause of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

#### 15.14 Taxes and duties

- 15.14.1 Other than Goods and Services Tax (GST), the TPIA shall bear and pay all taxes, duties, levies and charges assessed on the TPIA, or their employees by all municipal, state or national government authorities in connection with the services.
- 15.14.2 Applicable rate of GST to be specified in the Price Bid. TPIA shall not charge GST against the submission of exemption or waiver for the same by the Purchaser.

#### 15.15 Validity of Contract

The TPI Contract shall commence from the date of LoI and remain valid for a period of **04 (four) years** from the date of signing the LoI/Order or exhaustion of **36 ordered Man-Month** whichever is earlier. Purchaser reserves the right to extend the contract by 3 man-months and validity by another 01 year or till utilization of ordered man-months with terms and conditions and rates remaining the same.

Purchaser at his own discretion can reduce the ordered man months before it scheduled closure in case the project is completed early/ expected time frame. Purchaser do not guarantee any minimum number of man months under this contract.

#### 15.16 Security Deposit

- 15.16.1 Within thirty days from the date of signature of Contract, the TPIA shall submit an irrevocable Bank Guarantee equal to 10% (ten percent) of the Contract value, as “Security Deposit” towards execution and performance of the Contract.
- 15.16.2 The Security Deposit (in the format given in **Annexure-5**) shall be submitted in the form of Bank Guarantee issued by SBI or any Nationalized Bank or from authorized private banks like ICICI, HDFC, AXIS or IDBI.



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- 15.16.3 The Bank Guarantee shall remain valid till the expiry of (60) sixty days from the Contract expiry date. If need arises, the TPIA shall extend the validity of the Bank Guarantee for suitable period at his expenses.
- 15.16.4 If the TPIA fails to provide the Security Deposit as stated herein above, within 15 days from the date of signing the Contract, such failure shall constitute a breach of Contract and action as deemed fit may be initiated against the TPIA.
- 15.16.5 In the event, the TPIA fails to fulfil the obligations under the Contract, the Purchaser shall have the right to encash the Security Deposit. This right shall be in addition to and without prejudice to the rights of the Purchaser under the terms and conditions of the order.
- 15.16.6 Upon satisfactory execution of the Contract, the original Bank Guarantee shall be returned to the TPIA on receipt of a written request from the TPIA.
- 15.16.7 No interest shall be payable on Security Deposit amount till it is retained by Purchaser in term of Contract.

**15.17 Liabilities and Risk Clause**

The TPIA will be liable to the Purchaser following monetary compensation for its non-performance

**15.17.1 Penalty:** Following types of Penalty shall be applied during execution of Contract

- 15.17.1.1 Quality of Inspection - If any discrepancy/ies is/are found in quality of inspected items and/or records inspected in a particular day and it is established at any point of time that the discrepancy/ies is/are on account of inaccurate/inadequate/incorrect inspection, amount equivalent to five Man-days per discrepancy/ies shall be imposed. Moreover, the TPIA has to carry out the inspection again without any extra charge to ITER-India.
- 15.17.1.2 Due to Non-attended Inspection Call - If there is an absenteeism of TPIA inspector/substitute inspector without intimation to Purchaser for more than 1 day, then, penalty will be deducted at double rate of per day rate (Derived from man-month rate) for no. of days absenteeism from pending bills. Nonattendance on seventh working day shall lead to termination of the Contract by the Purchaser. If TPIA deposes inspector other than approved inspector/substitute without intimation to I-I then it will be considered as absenteeism of TPIA.
- 15.17.1.3 During any completed week, if aggregated working hours were found to be less 48 hours then proportionate hours payment will be deducted from invoice value.
- 15.17.1.4 Applicable taxes will be levied on penalty amount as per prevailing law

**15.17.2 Risk Purchase clause**

- 15.17.2.1 In case the TPIA is not in a position to execute the inspection services or fails to execute the inspection services, the Purchaser reserves the right to get the same services executed by own inspector or any other TPI agency which the Purchaser may deem fit at the risk and cost of appointed TPIA.

- 15.17.3 **Indemnification:** The TPIA shall indemnify the Purchaser from and against all actions, suits and proceedings by any other third party for the acts/omissions of the agent and all costs, charges, expenses, losses, damages, duties, taxes, penalties, levies, and all other liabilities



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which the Purchaser may be liable to pay, incur or sustain as a result of performance or non-performance, observance or non-observance by the agent of any of the terms and conditions of this Contract.

**15.17.4 Indemnity for taxes and duties**

15.17.4.1 The TPIA hereby protects, indemnifies and holds harmless the Purchaser from any and all claims or liability for income, royalty or any other taxes, duties, penalties etc., assessed or levied by the Government of India or by any appropriate authority thereof or by the Government of any other country against TPIA or against the Purchaser for or on account of any payment made to or earned by TPIA.

15.17.4.2 The TPIA further protects and holds the Purchaser harmless from all taxes assessed or levied against or on account of wages, salaries or other benefits paid to TPIA's employees and all taxes assessed or levied against or on the account of any property or equipment of the TPIA.

15.17.4.3 The TPIA shall be responsible for filing all necessary tax returns (including, without limitation, returns for corporate income tax, personal income tax, service tax, etc.) with the relevant Government authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government authorities.

15.17.4.4 In certain situations, a Government authority may treat the Purchaser as the representative assessee of the TPIA and recover the taxes due to the Government authority by the TPIA from the Purchaser. In such situations, the Purchaser shall have the following rights:

15.17.4.4.1 The Purchaser shall be entitled to recover from the TPIA, the taxes paid on behalf of the TPIA (together with any costs and expenses incurred by the Purchaser in connection therewith) or to retain the same out of any amounts to be paid to the TPIA that may be in its possession (whether due under this Contract or otherwise) and shall pay only the balance, if any, to the TPIA; and

15.17.4.4.2 If the Purchaser is required to furnish any details or documents in such capacity, the Purchaser shall request the details or documents to be furnished to it by the TPIA and the TPIA shall immediately furnish the same to the Purchaser. If the TPIA fails to comply with the foregoing, any penalty/interest levied on the Purchaser for non-filing or late filing of details or documents in this regard shall be recoverable from the TPIA.

**15.17.5 Insurance:** The TPIA, will at its expenses take out and maintain in effect, during the performance of Contract the insurance policies of its employees and any assets. The Purchaser shall not bear any liability for any mishap to the TPIA personnel and assets during the currency of the Contract. TPIA shall also take insurance covering third party liability for the personnel deployed at inspection site against all risks, such as injuries, loss of life etc. TPIA will be fully responsible for payment of compensation in the event of loss or damage to property and/or injury or loss of life to the personnel during the course of execution of the contract. TPIA will be fully responsible for such damages/losses and payment of appropriate compensation. TPIA will relieve the Purchaser from all the liabilities under this clause.



## 15.17.6 Force Majeure

### 15.17.6.1 Definition of force majeure

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

1. War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war,
2. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, civil commotion,
3. embargo, import restriction, confiscation, nationalization, mobilization, commandeering or requisition by or under the order of Central, State Government or Local Authority in India or any other act or failure to act, of any local, state or national government in India,
4. Riot, state/region/country wide transporters strike,
5. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning and pressure waves or other natural disaster,

### 15.17.6.2 Notice of force majeure

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of force majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within seven (7) 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.

### 15.17.6.3 Duty to minimize the effect

The party or parties affected by the event of force majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract.

### 15.17.6.4 Consequences of force majeure

The party who has given notice of force majeure shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of force majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The time for completion shall be extended in mutual agreement, even though such force majeure event may occur after TPIA's performance of his obligations has been delayed for other cause. Delay or non-performance by either party hereto caused by the occurrence of any event of force majeure shall not constitute a default or breach of the Contract. No payment can be made for no work carried out by TPIA under Force Majeure situation



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**15.17.6.5 Limitations: Anything in this Contract to the contrary notwithstanding:**

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

**15.17.7 Liability of Government of India**

15.17.7.1 The Purchaser is a Project of Institute for Plasma Research, Bhat, Gandhinagar which is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and general principles of Contracts law.

15.17.7.2 It is expressly stated that the Purchaser while entering into an agreement with the TPIA is doing so solely on its own behalf. The Government of India is not a party to the agreement and has no liability, obligations or rights in the deal.

15.17.7.3 It is expressly stated that the Purchaser is not an agent, representative or delegate of the Government of India and the latter shall not be liable for any act, omission, commission, breaches or other wrongs arising out of the Contract.

15.17.7.4 Accordingly, the Purchaser expressly waives releases and forgoes any and all actions or claims, including cross claims, or counter claims against Government of India arising out of the Contract.

**15.18 Suspension, Foreclosure and Termination**

15.18.1 Suspension of work: The Purchaser reserves the right to suspend performance of any or all of its obligations under the Contract by giving one month notice period. Such notice shall specify the obligations of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The TPIA shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

15.18.2 Foreclosure of Contract: If at any time after acceptance of the tender / during execution of work, the Purchaser shall decide to foreclose the contract for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Purchaser shall give one month notice in writing to that effect to the TPIA and the TPIA shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the Contract.

15.18.3 Termination of the Contract: The Purchaser reserves the right to terminate the Contract at any time during the validity period on account of non-fulfilment of any Contract condition, adverse feedback regarding quality of services rendered (as per clauses “Time for attending call”, “Performance Monitoring” and “Liabilities and risk purchase clause”), indulgence in unethical practices or questionable integrity. The termination in such cases i.e. default by the TPIA shall be at their risk and cost.



## 15.19 Settlement of Disputes

### 15.19.1 Settlement by mutual consultation

15.19.1.1 Any dispute or difference arising out of or in connection with the Contract shall be to the extent possible, settled amicably between the parties involving management from either side within 60 (sixty) days. If amicable settlement cannot be reached, then all disputed issues shall be settled by Arbitration as set out in Cl 15.19.2.

### 15.19.2 Arbitration

15.19.2.1 In the event of any dispute or difference arising under the Contract, the matter shall be referred to Arbitration. The Arbitration shall be conducted in English by two Arbitrators, one each nominated by the Purchaser and TPIA. In case the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the TPIA and whose decision shall be final and binding on both the parties. The venue of arbitration will be IPR Gandhinagar/ITER-India Ahmedabad. 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.

### 15.19.3 General

15.19.3.1 Common expenditure incurred in arbitration proceedings shall be shared equally by the Purchaser and the TPIA.

15.19.3.2 Notwithstanding any reference to the arbitration as herein before provided – (a) the Parties shall continue to perform their respective obligations under the Contract with due diligence, unless they otherwise agree, (b) the Purchaser shall continue to pay any undisputed amount to the TPIA.

## 15.20 Signing of Contract

The Contract shall be signed by authorized representatives of TPIA and Purchaser on non-judicial stamp paper of appropriate value.

## 15.21 Amendments

The provisions of this Contract including the annexes can only be amended by means of supplementary arrangements signed by the parties.

## 15.22 Precedence

In case of conflict, decision of the Purchaser shall have precedence over this tender.

## 15.23 Coming into Force (Effective date of Contract):

The Contract shall come into force from the date of issuing of LOI by the Purchaser.

## PART- A(II)

### 1 TCPH SYSTEM DESCRIPTION

TCPH system description is given in Informative Appendix – APB3\_A.

### 2 SCOPE OF WORK AND TECHICAL SPECIFICATIONS

#### 2.1 SCOPE OF WORK

I-I is having a contract with M/s. Vacuum Technique Pvt. Ltd, Bangalore (VT) for Supply of TCPH. A Manufacturing and Inspection Plan (MIP) has been prepared by VT which defines the sequence of Manufacturing and Inspection activities for TCPH Components. VT has prepared applicable Quality Procedure(s) and other related procedures for each activity. The reference of the applicable Quality Procedure, Details of Records and the responsibilities of associated organizations i.e. (a) I-I, (b) IO are described in MIP.

TPIA shall inspect followings tentative HOLD points and Notification points as per approved manufacturing drawings and MIP. The same will provided during the execution of the contract

- Raw Materials Inspection at Factory
- Marking and Identification of Materials
- Mock-up and welding qualification activities
- Set up inspection of weld seam
- Visual Examination of the completed weld
- PMI of completed weld
- Helium Leak Testing of the weld
- Radiography Test
- Ultrasonic Test (where RT is not possible)
- LPE of completed seam
- Dimensional Examination after welding
- Final dimensional and Visual Inspection
- Final Cleaning, Pickling and Passivation of TCPH
- Packing Inspection
- Review of Final Documents
- Release for shipping

#### 2.2 The appointed inspector will closely witness the activity / operation. He will ensure that

- (i) VT is following applicable Quality Procedure during the execution of activity.
- (ii) VT is using calibrated measuring instruments and equipment
- (iii) VT is carrying out inspection of all points as defined in approved Manufacturing Drawings and MIP.
- (iv) VT is using applicable format while recording of results.
- (v) VT is recording true inspection values while generation of applicable records
- (vi) In case of Non-Conformity (NC) or ambiguity between requirements, TPIA Inspector will ask VT to stop the work immediately and inform I-I for the generation of this NC.



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TPIA Inspector shall submit his inspection report with NC details (if any) to I-I within 2 (Two) days after completion of inspection stage at VT. The format of Inspection Report will be discussed and mutually agreed by I-I and TPIA before start of work. Inspection shall be treated as complete only when final inspection report is approved by I-I. TPIA Inspector shall prepare and submit the “Monthly Inspection Report” which consists of summary of inspections carried out during the month.

### **Relocation of TPI Inspector:**

I-I want to keep a TPI continuously during the contract period, however, if due to any reason I-I cannot keep the person continuously, TPI should make arrangement for relocation of inspector with one month advance notice from I-I.

## **3 Execution Chart**

### **3.1 Qualification of Inspector**

TPIA shall submit the bio-data of at least 4 Nos. of inspectors with Part-A of the Bid which contains details of qualification and experience of the inspection engineers for the qualification before the start of work.

I-I will qualify -2 Nos. of Inspectors based on following requirements:

1. Inspector shall have minimum 10 years of experience in the Heavy fabrication Industry and preference given to inspector having minimum 5 years’ experience in the inspection of nuclear components.
2. Inspector shall NDE LEVEL –II in Leak Testing, RT, UT, Visual Inspection and LPT. If TPI is not qualified for Leak testing, Certification can be carried in due course after contract award for the remaining inspectors.
3. Inspector shall have knowledge of ASME Codes & Standards
4. Age of Inspector shall be less than 60 years.
5. Inspectors must be regular employees.

I-I Qualified inspectors shall be deputed for Inspection work. The list of qualified inspectors shall be maintained by the TPIA and I-I. Any addition / deletion shall be done after written approval from I-I.

### **3.2 Inspection Team:**

The TPIA shall appoint and depute one qualified inspector regularly for the contract period at Factory.

Based on need and workload of the inspection work, I-I will ask TPIA to appoint additional qualified inspectors with an advance notice of 07 days.

Employees of TPIA shall abide by the rules of manufacturing Contractor, its subcontractors and ITER-India during inspection/visit. In case of misbehaviour, proven incompetence or gross negligence, the Purchaser shall require the replacement of the personnel deployed for Purchaser’s assignment. These personnel shall be replaced with a competent person by the TPIA within 5 (Five) days after taking



approval from Purchaser. The Purchaser also has the right to ask for replacement of TPIA personnel without assigning any reason.

### 3.3 Inspection Call:

3.3.1 VT will raise an inspection call well in advance to notify the execution of activities to I-I where I-I is having Hold Points (HP) and Notification Point (NP). This inspection call will be forwarded to TPIA if the said activity has been assigned to TPIA.

3.3.2 In case of assigned inspector's absence, the substitute inspector should report within 24 hours.

### 3.4 Inspection Methodology:

3.4.1 Inspection shall be carried out as per the responsibilities defined in approved MIP & applicable documents and the Scope of Work defined in Clause No. 2 (Part-A(II)) of this document. VT will provide all necessary facilities to TPIA to carry out inspections at VT.

3.4.2 TPIA should satisfy itself for adequate safety at VT. I-I will not be responsible for any loss / damage on this account. In case of unsafe working conditions at VT, the TPIA should immediately inform to I-I

3.4.3 Inspection Report: Typical Format is provided in **Annexure-7**. However, following details must be a part of Inspection Report:

- (a) Contract Number:
- (b) Inspection Report Number:
- (c) Name of Supplier:
- (d) Proposed Date of Inspection:
- (e) Date(s) of Inspection
- (f) Description of Inspection Code
- (g) Description of Items
- (h) Reference of MIP, MIP Activity Number and other applicable documents referred for inspection
- (i) Quantity offered, accepted, reworked, rejected
- (j) Acceptance Status
- (k) Details of NC (if any)

It shall be ensured that all records of verification and inspection are enclosed with this IR.

## 4 INPUTS FROM I-I

- a) Inspection Call for each Inspection
- b) Copy of Contract Document (Technical Part) placed with VT
- c) Copy of Quality Procedures of VT
- d) Copy of Quality Plan and Manufacturing and Inspection Plan of VT
- e) Copy of Quality Plan of I-I
- f) Drawings

It should be noted that all above mentioned inputs are confidential and must be returned to I-I at the time of contract completion. All input data from I-I will be given by CD / DVD.



## 5 DELIVERABLES

TPIA shall submit following reports with a NC details (if any) to I-I as a proof of completion of inspection activities

- a) Inspection Report
- b) End of TPIA Contract Report

Apart of above reports, TPIA will submit a monthly report which will includes the details of inspection(s) carried out, Inspection time taken to attend the call / submission of Inspection report and pending Inspection calls.

Typical Format of inspection report is provided in **Annexure-7**

## 6 MONITORING

Performance of TPIA shall be monitored on aspects of response time taken to attend the inspection call, Timely submission of Inspection Report, Deficiency in Inspection, Feedback from VT and Audit report from I-I Audit.

TPIA will arrange half yearly progress meeting to monitor the contract execution. The meeting notification shall be submitted to I-I at least 5 (Five) days in advance. In case of In-Person meeting the cost and expenses for the meetings (including travel expenses) shall be borne by each party. The MoM of these meeting shall be prepared by TPIA.

## 7 RECORD KEEPING

All inspection records must be retained by TPIA for a period of 4 years after the completion of inspection activities

## 8 CONTRACT COMPLETION

The contract will be completed after the approval of End of TPIA Contract Report. I-I will issue a completion certificate to the TPIA for their efforts.

## 9 LIST OF ANNEXES

- Annexure-1: Bid Format: Part- A
- Annexure-2: Bid Format: Part- B
- Annexure-3: Registration form for Pre-bid meeting
- Annexure-4: Format for submission of Pre- bid queries/clarifications needed by the Bidder on tender specifications
- Annexure-5: Bank Guarantee (Security Deposit) format
- Annexure-6: Non-disclosure Agreement
- Annexure-7: Typical Format of inspection report
- Appendix – APB3\_A - TCPH System Description



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## ANNEXURE-1

### Bid Format: Part-A (Technical and Commercial Bid without Price)

#### 1. Guideline for submitting EMD and Tender Fee

Please see the figure-1 for submitting the EMD and Tender Fee

Figure 1: Guideline for EMD and Tender Fee submission

<b>ENVELOPE-I: <u>EMD &amp; tender fee</u></b>	
TENDER TITLE:	TENDER NO.:
TENDER DATE:	DUE DATE AND TIME:
From:	<b>To</b> The Purchase Officer, ITER – India, Institute for Plasma Research, Block- A, Sangath Skyz, Bhat-Motera Road, Koteshwar, Ahmedabad 380 005 Gujarat, India

#### 2. Guideline for submitting Part-A

Please see the figure-2 for submitting Part-A

Figure 2: Guideline for Part-A submission

<b>ENVELOPE-II: <u>TECHNICAL AND COMMERCIAL BID WITHOUT PRICE (PART-A)</u></b>	
TENDER TITLE:	TENDER NO.:
TENDER DATE:	DUE DATE AND TIME:
BIDS IN DUPLICATE + SOFT COPY OF BID ON FLASH DRIVE OR DVD OR CD	
From:	<b>To</b> The Purchase Officer, ITER – India, Institute for Plasma Research, Block- A, Sangath Skyz, Bhat-Motera Road, Koteshwar, Ahmedabad 380 005 Gujarat, India



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3. Covering letter for Part-A bid

*(The bid should be submitted with the following covering letter)*

*[On the letterhead of applicant Bidder with Name and address of applicant Bidder, name of contact person, contact number (Tel, Fax, E-mail)]*

**To:**

The Purchase Officer  
ITER-India, Institute for Plasma Research,  
Block- A, Sangath Skyz, Bhat-Motera Road,  
Koteshwar, Ahmedabad 380 005, Gujarat, India  
Tel: + 91-79-2326 9656  
Fax: + 91-79-2326 9591/2326 9501

**Subject:** Submission of Part-A (Technical and Commercial bid without Price) of the tender titled  
“**Third Party Inspection during manufacturing of TCPH**”

**Ref:** **Tender Notice No. I-ITN20002 dated 29.10.2020**

Dear Sir/madam,

1. I/We have submitted all the requisite technical information as asked in tender document and also the documents/certificates/proofs as applicable to meet the eligibility criteria, as per the formats issued by ITER-India.
2. I/We have furnished all information and details necessary for meeting the eligibility criteria.
3. I/We have thoroughly examined the scope, tender specifications and General conditions of Contract quoted or referred to herein and/or fully aware of the nature of the services required and my/our bid is to provide the services strictly in accordance with the scope, tender specifications and General conditions of Contract given in the tender document.
4. I/We hereby agree to provide the services, strictly adhering to the “General Conditions of Contract” as in Clause 15 of Part-A(I) of the tender document
5. I/We hereby agree to keep the Prices and our bid valid for your acceptance for a period of 120 (one hundred and twenty) days from the date of opening of Part-A of this tender. The man-month rate



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quoted in Price Bid includes the Travel Cost, Local Transportation, Accommodation or any other necessary cost which is required to execute this Contract/Order

6. I/We hereby unconditionally confirm that the rates quoted are firm and will not be subject to price variation for so ever causes or reasons throughout the Contract period including its extension, if any.
7. ITER-India and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this tender, e.g. towards finance, resources, experience and competence of applicant Bidder
8. I/ We have not been suspended / Delisted / Blacklisted by any Govt., Ministry / Department / Public Sector Undertaking / Any Quality Assurance Body / Autonomous Body / Financial Institution. We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.
9. I/We have not signed any contract with M/s VT or its sub-contractors/vendors/manufacturers for the activities related to ITER-India's contract "Supply of TCPH at ITER Site". I/We further declare that if I/we am/are awarded the contract for "Third Party Inspection during manufacturing of TCPH" by ITER-India, I/We will not enter into contract with VT or its sub-contractors/vendors/manufacturers in the future, for the activities related to ITER-India's contract "Supply of TCPH at ITER Site"
10. The undersigned declares that the statements made and the information provided in the duly completed bid are complete, true, firm and correct in every detail.

Signature

Bidder's stamp

Name:

Position:

Address:

Tel:

Fax:

Date:

Enclosures:

Include the list of enclosures



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4. Checklist for confirmations

The Bidder is requested to check the quotation for following items. Please tick (✓) against Yes / No in the following points and submit along with the bid.

Sr. No.	Particulars	Yes	No	Remarks
1	Have you studied and understood the tender requirements clearly?			
2	Does the bid contain entire scope of work?			
3	Is the bid submitted in duplicate?			
4	Confirm that page numbers have been given in sequential way in all the documents submitted along with the offer with index			
5	Confirm that each page has been signed and stamped			
6	Confirm that corrections (erasure/overwriting) if any, has been signed and stamped			
7	Confirm that tender title, tender notice no., tender date, tender due date, address of the Bidder and address of ITER-India are clearly written in envelope			
8	Confirm that there is no deviation from tender specifications and General conditions of Contract			
9	Validity of the bid is agreed as per the tender			
10	Whether the "General Conditions of Contract" have been signed and submitted?			

Authorized signatory of Bidder

Bidder's stamp



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Format for submission of Part-A

**Index**

Sr. No.	Description	Formats
1.	Technical and Commercial Bid Format	Format -1(A)



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**FORMAT – 1(A) - TECHNICAL AND COMMERCIAL BID FORMAT**

**1. TECHNICAL AND COMMERCIAL BID FORMAT**

This Annexure describes the Technical and Commercial Bid Format to be followed by the bidder. Bidder will enclose Technical and Commercial Bid in this format in Part – A of bid. Bidder shall submit two set of documents in support of the information provided in this Annexure.

**A. Information about bidder:**

Main Clause	Sub Clause	Required Details				
1	-	Bidder's Profile				
	1.1	Name of Company				
	1.2	Head Office				
	1.2.1	Address				
	1.2.2	Phone No.				
	1.2.3	Fax No.				
	1.2.4	E – Mail				
	1.2.5	Website				
	1.2.6	GST registration details along with the certificate				
	1.3	Information regarding the Staff at Surat Office / Branch				
	1.3.1	Organization Chart				
	1.3.2	Bio – Data of Inspection Engineers with eligibility criteria define in Clause No. 3.1 (of Part-A(II))				
	2	-	List of On –hand Projects for next five years. Please provide details in following format.			
Sr. No.			Client	Supplier(s)	Item	P.O / Contract No.

**B. Bidder's Experience**

Sr. No.	Requirements				
1	Bidder's experience as a TPI in Major Engineering Industries – Please submit the Minimum Five specific examples in the format described as following. Preference should be given for TPI Contracts related to Mechanical Jobs				
	Sr. No.	Client	Item	P.O / Contract No.	Brief Description of TPI
2	Have you provided TPI services to any DAE, DOS and / or DST Unit? If yes, Please provide details in following format.				
	Sr. No.	Client	Item	P.O / Contract No.	Brief Description of TPI



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3	Bidder's experience as a TPI for large value TPI Contracts – Minimum Three specific examples in the format as described as following. Preference should be given for TPI Contracts for Mechanical Jobs				
	Sr. No.	Client	Item	P.O / Contract No.	Brief Description of TPI
4	Any Appreciation received from Customer. Please use following format to submit the necessary details				
	Sr. No.	Client	Item	Brief Description of TPI	P.O / Contract No

**C. Codes and Standards (C & S):**

Sr. No.	Requirements				
1	Bidder's experience related to ASME , ASTM and ISO standards for inspection and testing of Mechanical Components and Nuclear equipments. Please submit the details in following format				
	Sr. No.	Client	Brief Description of Item and TPI	P.O / Contract No.	Description of Code and Standard used in this Contract

If required Purchaser can ask the bidder to submit additional information

\*\* If the purchaser comes to know about the "TPIA have been blacklisted by any Government of India/State Government Departments /Public Sector Undertakings/Autonomous Bodies" the contract is liable for termination at any point of contract execution

Authorized signatory of Bidder

Bidder's stamp



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**ANNEXURE-2**

1. Guideline for submitting Part-B

Please see the figure-3 for submitting Part-B

Figure 3: Guideline for Part-B submission

<b>ENVELOPE-III: PRICE BID (PART-B)</b>	
TENDER TITLE:	TENDER NO:
TENDER DATE:	DUE DATE AND TIME:
BIDS IN DUPLICATE	
From:	<b>To</b> The Purchase Officer, ITER – India, Institute for Plasma Research, Block- A, Sangath Skyz, Bhat-Motera Road, Koteshwar, Ahmedabad 380 005 Gujarat, India

2. General notes

- a. The Bidder is required to quote only in INR (Indian Rupees)
- b. A duly filled-in signed and stamped print of Price bid only will be considered for evaluation purpose.
- c. In case of mismatch between the Price quoted in figures and words, the price quoted in words shall prevail and will be taken for evaluation. No objection from Bidder shall be entertained by the Purchaser in case of such discrepancies.
- d. The tenderer shall submit his offer as per the tender specifications and General Conditions of Contract stipulated in this tender document. No exception/deviation with respect to tender specifications and/or General conditions of Contract will be accepted by the Purchaser, unless, otherwise, accepted by the Purchaser in writing.



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3. Covering letter for Part-B

*[On the letterhead of applicant Bidder with Name and address of applicant Bidder, name of contact person, contact number (Tel, Fax, E-mail)]*

**To:**

The Purchase Officer  
ITER-India, Institute for Plasma Research,  
Block- A, Sangath Skyz, Bhat-Motera Road,  
Koteshwar, Ahmedabad 380 005, Gujarat, India  
Tel: + 91-79-23269656  
Fax: + 91-79-2326 9591/2326 9501

**Subject:** Submission of Price bid for the tender titled **“Third Party Inspection during manufacturing of TCPH”**

**Ref:** **Tender Notice No.: I-ITN20002 dated 29.10.2020**

Dear Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (herein after referred to as “the Applicant Bidder”) and having reviewed and fully understood all of the requirements and information provided by ITER-India in the tender document, the undersigned hereby submits the Price Bid for the subject tender.

1. We hereby confirm that the Price quoted will be firm & fix and will not be subject to any Price variation during the tenure and extended tenure of the Contract
2. We hereby agree to keep the Price and other commercial terms and conditions valid for your acceptance for a period of 120 (one hundred and Twenty) days from the date of opening of Part-A of the tender.

Signature

Bidder’s stamp

Name:

Position:

Address:

Tel:

Fax:

Date:



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**UN-PRICE BID FORMAT**

This Part-B describes the Price Bid Format to be followed by the bidder. Bidder shall submit the Price Bid (two sets) in the following format as per the guidelines given in Annexure-2 of Part-A.

**Table-1: Un-Priced Bid Format**

Sr. No	Description	Basic Rate (in INR)/Man Month	No. of Man Months	Total (in INR)
1	Charges to carry out Third Party Inspection (TPI) during Manufacturing of TCPH on Man-Month Basis			
a	Goods and Service Tax extra (as applicable)	%		
b	Indicate any other charges (if applicable)	%		

**Notes:**

- The total cost is fixed and final to execute this contract.
- Total Price offered is to carry out Third Party Inspection during Manufacturing of TCPH as per Scope of Work and Terms and Conditions of this tender. Any deviation from Scope of Work, Technical Specifications and General Conditions of the Contract should be submitted along with Part – A of bid.
- The total cost quoted in Price Bid includes the Travel Cost, Local Transportation, Accommodation or any other necessary cost which is required to execute this Contract.

Place:

Signature

Date:

Name:

Name of the bidder:

Official Seal:



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**ANNEXURE-3**

Registration form for Pre-bid meeting

*(This form should be duly filled- in, signed, stamped and sent by the Bidder so as to reach the Purchase officer, ITER-India latest by 7<sup>th</sup> November 2020 i.e. prior to the proposed date (11<sup>th</sup> November 2020 of pre-bid meeting)*

**From:**

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

**To:**

The Purchase Officer  
ITER-India, Institute for Plasma Research,  
Block- A, Sangath Skyz, Bhat-Motera Road,  
Koteshwar, Ahmedabad 380 005, Gujarat, India  
Tel: + 91-79-2326 9656, Fax: + 91-79-2326 9591  
Email: [purchase@iter-india.org](mailto:purchase@iter-india.org) / rakhi.dharamdasani@iter-india.org

Subject: Registration for pre-bid meeting

Dear sir/madam,

This is with reference to your tender No.: **I-ITN20002 dated 29.10.2020**. We understood the requirements of the referred tender and intend to participate in the pre-bid meeting. The following is the list of participants representing our organization.

- 1
- 2
- 3

Signature

Bidder's stamp

Name:

Position:

Address:

Tel:

Fax:

Date:



PART-A OF TENDER FOR THIRD PARTY INSPECTION  
DURING TORUS CRYO-PUMP HOUSING (TCPH)  
MANUFACTURING

Tender Notice No.

I-ITN20002 dated  
29.10.2020

**ANNEXURE-4**

Format for submission of pre- bid queries / clarifications needed by the Bidder on tender specifications and General conditions of Contract on or before 7<sup>th</sup> November 2020

**Notes:**

1. The Bidders are required to note that as per tendering conditions, **no revision in Price** is permitted after submission of Part-A and Part-B bids. Hence it is imperative that the total scope of the tender including its requirements, scope and conditions are fully understood by the Bidder before submitting the bids. With a view to get complete clarity on the bid document, the Bidders are advised to study the tender document thoroughly and seek clarifications/confirmations, wherever needed, from the Purchaser during the pre-bid stage.
2. The Bidder shall submit this format duly filled in hard as well as soft editable form.

**ITER-India, IPR**

**Tender Notice No. I-ITN20002 dated 29.10.2020**

**FORMAT FOR RAISING QUERIES BY THE BIDDER**

Query No.	Ref. Tender Part / Clause No.	Ref. Clause No.	Description of the query	Response of ITER-India
1	2	3	4	5

*Please add rows to the table above as required*

*1-4: To be filled by the Bidder*

Authorized signatory of Bidder

Bidder's stamp



## ANNEXURE – 5

### BANK GUARANTEE (SECURITY DEPOSIT)

(On non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. \_\_\_\_\_ DATE: \_\_\_\_\_

THIS DEED OF GURANTEE MADE AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020 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, Koteswar, 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/TPIA”) having its registered office at \_\_\_\_\_ have entered into a Contract having Contract value of INR. \_\_\_\_\_ (In words \_\_\_\_\_) with the Purchaser being Contract No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ in accordance with the terms, specifications and conditions contained therein.

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

AND WHEREAS the Contractor/TPAI has requested the Bank to guarantee the due payment of the aforesaid amount by the Contractor/TPIA to the Purchaser in case the Contractor/TPIA 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/TPIA.
2. This guarantee is valid and binding upon the Bank till final acceptance of the Items under this Contract and shall not be terminable or affected by notice of any change in this constitution of the Bank or of the firm of Contractor/TPIA 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.



PART-A OF TENDER FOR THIRD PARTY INSPECTION  
DURING TORUS CRYO-PUMP HOUSING (TCPH)  
MANUFACTURING

Tender Notice No.

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29.10.2020

4. The liability of the Bank under this deed is restricted to the sum of INR. \_\_\_\_\_ (Rupees \_\_\_\_\_) and same shall remain in force until completion of validity/extended validity of contract or exhaustion of ordered man-months. 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/TPIA on whose behalf this guarantee is issued.
5. Unless proceeding for enforcing this guarantee is commenced against the Bank within two months (claim period) 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 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 \_\_\_\_\_ (completion of validity/extended validity of contract or exhaustion of ordered man-months plus two months claim period) 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 \_\_\_\_\_



## ANNEXURE – 6

### Non-Disclosure Agreement

CONTRACTOR agrees following points to maintain non-disclosure of proprietary and/or confidential information that are presented/referred in the ITER-India Contract for “Third Party Inspection during manufacturing of TCPH” vide Contract No. \_\_\_\_\_.

1. Any information from the referred documents will not be disclosed to any other third party or person for making any kind of references without the prior permissions from ITER-India.
2. In case information are to be revealed to a sub-contractor/ consortium partner, CONTRACTOR will sign similar ‘Mutual Non-Disclosure Agreement’ with the sub-contractor/consortium partner and will submit a copy of the same to ITER-India for conforming the compliance of this ‘Mutual Non-Disclosure Agreement’.
3. Any information from the referred documents of this tender will not be used or published for any purposes other than necessary for the present Contract.

CONTRACTOR will take all necessary steps to protect the secrecy of the proprietary and/or confidential Information provided along with the Contract.

CONTRACTOR

(Name and signature of responsible officer with SEAL)

Date:

Place:



PART-A OF TENDER FOR THIRD PARTY INSPECTION  
DURING TORUS CRYO-PUMP HOUSING (TCPH)  
MANUFACTURING

Tender Notice No.

I-ITN20002 dated  
29.10.2020

**ANNEXURE – 7**

**Typical Format of inspection report**

INSPECTION REPORT			Page
Job No:	Report No:	Date of Report	Customer : ITER-India

**1.0 ATTENDEES**

NAME	COMPANY REPRESENTED	TITLE

**2.0 MATERIALS**

**2.1 GENERIC MATERIALS**

TAG / EQPT NO.	DESCRIPTION

**2.2 MATERIALS INSPECTED**

PO ITEM NO.	TAG / SERIAL NO.	PRODUCT / MATERIAL / ITEM NAME	ORDERED QUANTITY	PRESENTED THIS VISIT	ACCEPTED THIS VISIT	QUANTITY ACCEPTED TO DATE

**3.0 DOCUMENTS USED**

DOCUMENT NO.	REVISION/VERSION	TITLE	APPROVAL STATUS

**4.0 SCOPE OF INSPECTION**

ITP LINE NO.	ITP ACTIVITY DESCRIPTION	ITEMS	RESULTS	CLAUSE

**5.0 EQUIPMENT AND INSTRUMENTATION USED (TO BE SUPPLIED BY SUPPLIER)**

EQUIPMENT / INSTRUMENT DESCRIPTION	SERIAL NO	CALIBRATION CERT. NO.	EXPIRY DATE

**6.0 INSPECTION DETAILS**

1. Main MIP No. \_\_\_\_\_, Sub MIP No. \_\_\_\_\_, Revision \_\_\_\_\_, Sr.No. \_\_\_\_\_, Name of Operation \_\_\_\_\_, Seam no. \_\_\_\_\_, spot no. \_\_\_\_\_ is \_\_\_\_\_ % witnessed as per procedure no \_\_\_\_\_ REV \_\_\_\_\_, Dated: \_\_\_\_\_ and found satisfactory.

**7.0 NON-CONFORMANCES**

NCR #	DESCRIPTION	DATE RAISED	DATE CLOSED

**8.0 ATTACHMENTS TO THIS REPORT**

**9.0 PHOTOGRAPHS**