

Bid Specific Additional Terms & Conditions (ATC)

Note: The bid specific ATC shall have precedence over the Service specific STC and GTC, whenever there are any conflicting provisions.

GeM Bid No.	GEM/2023/B/2977876
Title	Section-A: Essential Eligibility Criteria, Instructions to Bidders, Unpriced Bid Format Section-B: Terms & Conditions of the Contract

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





High-Power (500Vdc, 5kA) Thyristor Converter

GeM Bid No.

GEM/2023/B/2977876

Title	Design, Manufacturing, Factory testing, Delivery, and on-site demonstration of High-Power (500Vdc, 5kA) Thyristor Converter at ITER-India, Institute for Plasma Research, Bhat, Gandhinagar, India
Sub Title	Section-A: Essential Eligibility Criteria, Instructions to Bidders, Unpriced Bid Format

ITER-India, Institute for Plasma Research

Block-A, Sangath Skyz IPL, Bhat-Koteshwar Road, Koteshwar

Ahmedabad 380005, Gujarat, INDIA



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Abbreviations/Acronyms

D

DD · Demand Draft

E

EMD · *Earnest Money Deposit*

H

HDFC · Housing Development Finance Corporation

I

ICICI · Industrial Credit and Investment Corporation of India

IDBI · Industrial Development Bank of India

IST · Indian Standard Time

P

PLR · Prime Lending Rate

R

RTGS · Real Time Gross Settlement

S

SBI · State Bank of India

SD · *Security Deposit*

SPOC · *Single Point of Contact*

1 Essential Eligibility Criteria

Bids meeting the Essential Eligibility Criteria (EEC) shall only be considered as “Eligible Bids”. Bidder as mentioned in the EEC Table 1 means single Entity. Bidder must upload digitally signed or ink signed & stamped copies of documents in support of EEC. However meeting the essential eligibility criteria in itself does not automatically qualify through the technical bid evaluation process.

Table 1: Essential Eligibility Criteria

Essential Eligibility Criteria (EEC)	Documentary evidence to be submitted for compliance to EEC
Bidder shall have experience in developing and supplying of high current (>1kA) Thyristor based converter with controllers having own facility in India	<ul style="list-style-type: none"> Atleast one unpriced PO of similar job executed within last 5 years from tender date. Copy of completion certificate from purchaser/ factory acceptance test documents/Copy of tax invoice Declaration by the bidder stating that the bidder has its own relevant facility in India to execute the job. Bidder shall submit the address details for the same.
Bidder shall have in-house capabilities for design of high current thyristor converters	Provide details of at least 2 of its personnel mentioning experience in design, who are planned to be involved in this contract
Bidder shall have executed atleast one Purchase Order having value of INR 20 lakhs within last 5 years from tender date.	Copy of relevant priced Purchase Order along with completion certificate or Tax Invoice
Bidder shall have in-place own Quality Management System (QMS) or shall have valid ISO 9001 certificate	Copy of having own QMS or copy of valid ISO 9001 certificate
Only Class I Local / Class II Local suppliers as per Make In India (MII) Order are eligible to bid. (Refer clause no. 2.4 (a) for more details)	Declaration as per Annexure-A4 : Self Certification under preference to Make in India order confirming percentage of local content and location at with local value addition is done.
Supplier/Bidder not belonging from a country which shares/not shares land border with India (Refer clause no. 2.4 (e) for more details)	Self-declaration as per Annexure-A5 : Self-declaration by Bidder of a country sharing/not sharing land border with India

Note: Refer clause No. 2.1 for other eligibility, Purchase preference and exemption conditions.

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2 Instructions to Bidders and Tender conditions

Bids are invited through GeM Portal in **TWO PART** from the reputed and eligible parties against the **GeM Bid No. GEM/2023/B/2977876 (BOQ bidding process)** for “**Design, Manufacturing, Factory testing, Delivery, and on-site demonstration of High-Power (500Vdc, 5kA) Thyristor Converter at ITER-India, Institute for Plasma Research, Bhat, Gandhinagar, India**” as per the Scope of Supply, Scope of Work, Technical Specifications & other details provided with BOQ and ATC of the Bid document.

Table 2: Instructions to Bidders

Instructions	
2.1 Bidder eligibility and other applicable conditions	
a.	<p>Preference to Make In India (MII): Preference shall be given to Class-I Local Supplier as defined in Public Procurement (Preference to Make In India) Order 2017, as amended from time to time and its subsequent orders/notifications issued by concerned Nodal Ministry for specific goods/products. The minimum local content to qualify as Class-I or Class-II Local Supplier is as per Government notification no. P-4501/2/2017-PP (BEII) dated 16.09.2020 issued by Ministry of Commerce & industry in this regard. Only Class-I Local Suppliers and Class-II Local Suppliers are eligible to bid for this enquiry. Non-Local Suppliers are not eligible to bid for this tender. Government notification no. P-4501/2/2017-PP (BEII) dated 16.09.2020 shall apply for this tender.</p> <p>Class-I Local Suppliers and Class-II Local Suppliers will submit duly signed Self-declaration under preference to Make in India order on their letter head as per Annexure-A4: Self Certification under preference to Make in India order along with the offer/bid failing which bid may not be considered for further evaluation.</p>
b.	<p>Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Purchase preference to Micro and Small Enterprises will get precedence over Preference to Make In India.</p>
c.	<p>If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the Purchaser.</p>
d.	<p>If the bidder is a Start-up as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the Purchaser.</p>

Orders (F. NO.6/18/2019-PPD dated 23rd July 2020) issued by the Government of India restricting procurement from bidders of certain countries which shares a land border with India shall apply to this procurement.

Any bidder from a country which shares a land border with India (<https://mea.gov.in/india-and-neighbours.htm>), excluding countries as listed in the website of Ministry of External Affairs (<http://meadashboard.gov.in/indicators/92>), to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called restricted countries') shall be eligible to bid in this tender only if the bidder is registered (<https://dpiit.gov.in/sites/default/files/Revised-Format-Bidders-31March2021.pdf>) with the Registration committee constituted by the Department for promotion of Industry and Internal Trade(DPIIT). The bidders shall enclose valid registration certificate along with their offer. Wherever the bids are received without accompanying the above said requisite certificate such offers shall be treated as incomplete and not considered.

e. Self-declaration regarding bidder not belonging from a country which shares/not shares land border with India as per **Annexure-A5**: Self-declaration by Bidder of a country sharing/not sharing land border with India should be uploaded on e-Tendering portal along with other documents.

Bidder from such Restricted Countries" means: - a) An entity incorporated, established, or registered in such a country; or b) A subsidiary of an entity incorporated, established, or registered in such a country; or c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium/ joint venture where any member falls under any of the above.

In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate as per **Annexure-A5**.

If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.

2.2 Manner and method for submission of bid/tender

Bidders need to upload their complete offer on **GeM portal** in a manner and method specified below.

a. **Techno-commercial bid:** This part of the tender shall include/contain documents related to Essential Eligibility Criteria, Scope of Work, all technical details, technical specifications, drawings (if any) and also the commercial terms and conditions of contract (ATC) for the supplies to be made and the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF**. All applicable Annexures to be submitted with the bid.

Proof for fulfilment of essential eligibility criteria mentioned in Table 1: Essential Eligibility Criteria above shall be uploaded along with the tender.

b. **Price Bid:** This part should contain only the prices of the items offered and the services to be rendered. Price Bid shall be submitted in GeM system as per GeM standard procedure.



- c. If bidder/tenderer includes prices of any nature in Techno-commercial of the tender such offers are liable for rejection without any notice to the bidder/tenderers.

2.3 Amendments to tender documents

- a. The Purchaser reserves the right to issue any amendments, clarifications, etc. to the tender documents, giving reasonable time, and prior to the bid opening. Such amendments, clarifications etc., to be considered 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 issued through GeM Bid Corrigendum process.

2.4 Opening of Tenders/Bids and Techno-commercial evaluation

2.4.1 Opening of bids in two stages

- a. Unless otherwise postponed with advance intimation to the bidders through GeM bid corrigendum, bids will be opened in Two Stages (Stage-1: Techno-commercial Bid opening & Stage-2: Price Bid opening).
- b. At the first stage Technical and Commercial bid without price will be opened on the date and time indicated on GeM portal online by the authorized bid opener of the Purchaser.
- After completion of the evaluation of the Techno-Commercial bids, results of the technically qualified and disqualified bidders will be declared on GeM. Price-bids of technically qualified bidder(s) will only be opened on GeM portal by the authorized bid opener of the Purchaser at the second stage. L1 will be decided on the basis of total/summation of all prices quoted in the price bid format. Splitting of bid/order is not applicable for this tender.

2.5 Construction of contract

It is the intent of ITER-India to incorporate the Scope of supply and work, Technical Specifications, Terms & Conditions of the Contract and price bid in the final Contract between ITER-India and the successful bidder. This final Contract shall include deviations, if any, as mutually agreed between ITER-India and the successful bidder. However, any variation in the scope of supply and / or scope of work to meet the intent of this specification and to be in line with good engineering practice and manufacturing feasibility during execution of Contract shall not be subject to price variation.

2.6 Cancellation of Tender

During the tendering process, there may be some unforeseen situations compelling the Purchaser to cancel the Tender without finalization. Purchaser will not be responsible and liable for any consequences due to such cancellation.

3 Bid Submission Content & Instructions

3.1 Techno-commercial bid submission

The following table provides the guideline for preparing and arranging the Techno-commercial bid documents **without Price Bid**.

Notes:

1. All the documents shall be properly arranged into sections.
2. Pages shall be numbered, initialled and stamped.

Table 3: List of contents for Techno-commercial Bid

S/N	Content to be included	Detail	Submitted Yes / No
1	Covering Letter & Bidder Information	<ul style="list-style-type: none"> ➤ Bid Covering Letter ➤ General information about the bidder as per the template provided in this document (Annexure-A1) 	
2	EEC	<ul style="list-style-type: none"> ➤ All documents in compliance to EEC as per Table-1 of Clause No. 1 Section-A 	
3	EMD	Proof of Payment of EMD or Valid document as per applicability for exemption from payment of EMD (In case of EMD in the form of Demand Draft (DD), original DD shall reach to Purchaser well before the due date and time)	
4	Compliance with Scope of Supply, Work, Technical Specifications and Terms and Conditions of the Contract	<ul style="list-style-type: none"> ➤ Provide signed and stamped Letter of Acceptance for Tender as per Annexure-A3 of Section-A, along with list of deviations, if any. ➤ Provide duly filled, signed and stamped Technical Compliance Table as per Annexure-B2 of Section-B ➤ Provide Unpriced Bid Format as per Annexure-A2 of Section-A 	
7	Self-Declarations for MII and country sharing land border with India	<ul style="list-style-type: none"> ➤ Annexure-A4 and Annexure-A5 of Section-A 	
8	PAN, GST, MSME, Start-up registration details and any other details	<ul style="list-style-type: none"> ➤ PAN ➤ GST registration ➤ MSME (Udyog Aadhar) ➤ Start-up registration ➤ Any other details 	

3.2 Price bid submission

Prices to be offered in GeM portal only on or before the bid submission end date.

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3.3 Annexure-A1: General Particulars of the Bidder

1.	Name of the Bidder	
2.	Bidder's details along with address for placement of Order	
3.	Bidder's Proposal No. and Date	
4.	Name and designation of the officer of the Bidder to whom all references shall be made for expeditious co-ordination.	
5.	Postal Address, Telephone & Fax Nos. and e-mail Address of Registered Office	
6.	Address, Telephone Nos., Fax Nos. and e-mail ID of Office through which the proposed work (if entrusted) will be handled with name & designation of person-in-charge	
7.	Core Competence of business	
8.	Areas of other business activity, if any & place of such business	
9.	Any additional information which the tenderer considers relevant for evaluation of this tender	
10.	Bank details of the Bidder	
11.	GST Registration details of the bidder	
12.	PAN details of the bidder	
13.	MSME (Udyog Aadhar) registration details with category (General/SC/ST/Women), if any	
14.	Start-up registration, if any	

Authorized signatory of Bidder_____
Bidder's stamp

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3.4 Annexure-A2: Unpriced Bid Format

Unpriced Bid Format

This tender is for “Design, Manufacturing, Factory testing, Delivery, and on-site demonstration of High-Power (500Vdc, 5kA) Thyristor Converter at ITER-India, Institute for Plasma Research, Bhat, Gandhinagar, India” as follows:

A. Unpriced Bid Format: Table-A

Sr. No.	Item Description	Qty.	Units	Quoted (Yes/No)
1	Design, Manufacturing, Factory testing, Delivery, and on-site demonstration of High-Power (500Vdc, 5kA) Thyristor Converter at ITER-India	01	Set	
2	Spare Thyristors	10	Nos.	
3	Spare Gate driver board	01	Nos.	
4	Spare Semiconductor fuses:	03	Nos.	

B. Bidder’s confirmation regarding submitted Bid: Table-B

Sr. No.	Particulars	Confirmation Yes/No
1	Specify HSN Code for the Quoted Items	
2	Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. as per GeM GTC	
3	Supply of Documentation as per section 2.3 of Technical specification document	
4	Payment Terms- ITER-India Payment terms as per clause no. 1.7.4 of Section-B will apply	
5	Warranty as per clause no. 1.15 of Section-B will apply	
6	Submission of Advance Payment Bank Guarantee as per Annexure-B1 of Section-B	
7	Submission of Performance Security Bank Guarantee/e-PBG as per GeM	
8	Each Party shall bear their own expenses for visiting to other Party’s site concerning execution of the order/contract, if any	
9	Bid Splitting is not applicable for this tender	

**3.5 Annexure-A3: Letter for Acceptance of Part-A of Tender**

(This form should be printed on bidder's letter head duly signed, stamped and uploaded on GeM Portal with the Bid)

From:

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

Date:**To:**

Sr. Officer (Purchase & Stores)
ITER-India, Institute for Plasma Research,
Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,
Ahmedabad 380005,
Gujarat, INDIA Tel: + 91-79-2326 9656
Email: purchase@iterindia.in

Subject : Acceptance of the Tender

Ref. : GeM Bid No.: GEM/2023/B/2977876

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from GeM/web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s)
2. I / We hereby certify that I / we have read the entire tender documents i.e. Technical Specifications, scope of work, scope of supply, drawings and other details and Terms & Conditions (ATC) of the tender, which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and GeM GTC.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. In this regard, we would like to confirm the following **(Please ✓ against applicable point)**.

- ☐ I/ We hereby **unconditionally accept** all the Technical Specifications, scope of work, scope of supply, drawings (if any) and other details as per product specifications/BOQ and the Terms & Conditions as per Section-B of the tender.
- ☐ I/ We accept all the Technical Specifications, scope of work, scope of supply, drawings (if any) and other details as per product specifications/BOQ and the Terms and Conditions as per Section-B of the tender, **except following deviations**.

List of deviations attached as an enclosure to this letter.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.



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Signature

Bidder's stamp

Name:

Position:

Note: If any deviations are proposed, these must be clearly indicated in the bid/offer as a separate annexure to this Letter of Acceptance instead of merely enclosing bidder's printed conditions of Sale. Deviations, if any, shall be reflected in this letter of acceptance (or enclosure to this letter) only and not elsewhere in the bid, failing which, the Purchaser shall consider bidder's acceptance of the tender document with no deviation.



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3.6 Annexure-A4: Self Certification under preference to Make in India order

[ON THE LETTER HEAD OF THE COMPANY]

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 and its amendments, we hereby certify that we M/s. _____ are local supplier meeting the requirement of minimum local content i.e., _____% excluding transportation, insurance, installation, commissioning, testing, training and after sales service support like AMC/CMC etc. as defined in above orders for the items against GeM Bid No. GEM/2023/B/2977876.

Details of location at which local value addition will be made as follows:

_____.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You,

Signature with date:

Name:

Designation:

Official Seal



3.7 Annexure-A5: Self-declaration by Bidder of a country sharing/not sharing land border with India

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. dated

2) GeM Bid No. GEM/2023/B/2977876

Restrictions on procurement from Bidders from a country or countries, or class of countries under Rule 144(xi) of the General Financial Rules 2017.

We have read the clause regarding restrictions on procurement from Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority and solemnly certify that we are not from such a country or, if from such country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."*

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any further changes to the above details. We understand that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

Signature

Bidder's stamp

Name:

Position:

Address:

Tel:

Fax:



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Title	Design, Manufacturing, Factory testing, Delivery, and on-site demonstration of High-Power (500Vdc, 5kA) Thyristor Converter at ITER-India, Institute for Plasma Research, Bhat, Gandhinagar, India
Sub Title	Section-B: Terms and Conditions of the Contract

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



1 Terms and Conditions of the Contract (TCC)

Following are the Terms and Conditions of the Contract (TCC) applicable to this bid/tender. The Contract resulting from this tender shall be governed by the terms and conditions given in this TCC. Bidders submitting the bid against this tender enquiry shall be deemed to have read and understood the same in total.

1.1 General provisions of the Contract

1.1.1 Language

- 1.1.1.1 The ruling language of the Contract and language for documentation and communication shall be English.

1.1.2 Governing Law

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

1.1.3 Jurisdiction

- 1.1.3.1 The Courts in Ahmedabad (Gujarat State, India) only shall have exclusive jurisdiction to deal with and decide all disputes arising out of this Contract/Purchase Order.

1.1.4 Exercising the Rights and Powers of the Purchaser

- 1.1.4.1 All the rights, discretion and powers of the Purchaser under the Contract shall be exercised by the Purchaser through written communications which shall be given by the Project Director or other officers authorized by him for and on behalf of the Purchaser.

1.1.5 Publicity

- 1.1.5.1 No publicity of any kind whatsoever regarding the Contract/Purchase Order shall be given by the Contractor/Supplier without prior written permission of the Purchaser.

1.1.6 Confidentiality and Secrecy

- 1.1.6.1 All information, including but not limited to, specifications, drawings and designs that are imparted to the Contractor/Supplier, shall at all times, remain the absolute property of the Purchaser. The Contractor/Supplier 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.
- 1.1.6.2 All information, drawings, documents, specifications, datasheets and other related documents forming part of the enquiry, tender or Contract/Purchase Order are property of the Purchaser and shall not be used for any other purpose, except for execution of the Contract/Purchase Order. All rights, including rights in the event of grant of a patent and registration of designs are reserved. The technical information, drawings, specifications, records and other 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/Purchase Order. This technical information, drawings, specifications 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.

- 1.1.6.3 The Contractor/Supplier shall use his best endeavors to ensure that such information are not divulged to third parties except where needed for the performance of the Contract/Purchase Order by the Contractor/Supplier with the prior consent of the Purchaser. In such cases, the Contractor/Supplier shall ensure and obtain similar obligation of confidence, from other parties in question.
- 1.1.6.4 The Contractor/Supplier shall at his own cost procure from his own employees, agents, suppliers or sub-contractors (and agents, suppliers and sub-contractors of such agents, suppliers and sub-contractors) all such acts, deeds and things to cause such employees, agents, suppliers and sub-contractors to whom the confidential information is given, to be bound by similar confidentiality obligations as the Contractor/Supplier is bound under this Agreement.
- 1.1.6.5 In the event of any breach of this provision, the Contractor/Supplier shall indemnify the Purchaser from any liabilities, loss, damage or any other claims whatsoever from any parties claiming from or through him in respect of such breach.

1.2 The Purchaser

1.2.1 Permits, Licenses or Approvals

- 1.2.1.1 The Purchaser may provide, at the request of the Contractor/Supplier, such reasonable assistance in the form of issue of necessary certificates as required under law so as to allow the Contractor/Supplier to obtain any permits, licenses or approvals required by the laws of the country, which the Contractor/Supplier is required to obtain. However, no claim can be made by the Contractor/Supplier with respect to this clause. The Contractor/Supplier shall bear all costs, charges and expenses for the licenses, permits and approvals required to be obtained by him.

1.3 The Contractor/Supplier

1.3.1 Permits, Licenses or Approvals

- 1.3.1.1 The Contractor/Supplier shall, at his own cost, acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings that are necessary for the performance of the Contract/Purchase Order. The Contractor/Supplier shall also acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser as per clause [1.2.1](#) (Permits, licenses or approvals) hereof and that are necessary for the performance of the Contract/Purchase Order.

1.3.2 Compliance with law

- 1.3.2.1 The Contractor shall comply with all laws in force in India, in their country where the items/equipment are manufactured and in the country where the items/equipment will be installed. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the contractor. The contractor shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the contractor or its personnel, including the sub-contractors' and their personnel.

1.3.3 Visit of Contractor/Supplier's representative

- 1.3.3.1 During the Contract/Purchase Order period, to carry out some activities listed in scope of work, the Contractor/Supplier needs to deploy his manpower at the Purchaser's office/site at the Contractor/Supplier's risk and cost. For this, the Purchaser will not provide any facility except office space, electricity, water and will not provide any local hospitality like lodging, transportation, food, etc.

1.3.4 General obligations

- 1.3.4.1 The Contractor/Supplier shall design, prepare drawings (to the extent specified in the scope), procure / manufacture (including associated purchases and/or sub-contracting, if any), and supply the Items with due care and diligence in accordance with the Contract/Purchase Order and with the Purchaser's instructions, and shall remedy any defects in the supplies occurring in warranty period.
- 1.3.4.2 The Items supplied by the Contractor/Supplier shall be of brand new with the best quality and workmanship and shall comply in all respects with particulars of the scope & technical specifications as per the Contract/Purchase Order.
- 1.3.4.3 The Contractor/Supplier shall be deemed to have carefully examined all Contract/Purchase Order documents and obtained clarifications from the Purchaser where needed, the quantities and nature of work and material necessary for the completion of the Contract/Purchase Order, all necessary information for risks, contingencies and other. The price quoted in GeM, which rate and prices shall, except as otherwise provided, cover all his obligations under the Contract/Purchase Order and all matters and things necessary for the proper completion of the supplies. The Contractor/Supplier 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 supplying the items. 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.
- 1.3.4.4 Each party shall bear their own expenses for visit of their personnel to other party's end concerning execution of the Contract/Purchase Order.

1.3.5 Sub-contracting, subletting or assignment of Contract/Purchase Order

- 1.3.5.1 The Contractor/Supplier shall not sub-contract, sublet, transfer or assign the Contract/Purchase Order or any part thereof, without the prior written consent of the Purchaser (All major sub-contractors are required to be appraised and approved by the Purchaser, before placement of orders by the Contractor/Supplier). However, such consent shall not be unreasonably withheld by the Purchaser, if such items/equipment are not normally manufactured by the Contractor/Supplier. Such assignment or subletting shall not relieve the Contractor/Supplier from any Contractual obligation or responsibility under the Contract/Purchase Order.
- 1.3.5.2 The Contractor/Supplier shall be responsible and accountable for coordination of all activities with his sub-contractors
- 1.3.5.3 In case the Contractor/Supplier sublets, transfers or assigns any part of the Contract/Purchase Order with the prior written consent of the Purchaser, all payments to the Sub-Contractor shall be the responsibility of the Contractor/Supplier and any requests from such Sub-Contractor shall not be entertained by the Purchaser.

1.3.5.4 All payment to the sub-contractors shall be made by the Contractor/Supplier only.

1.3.6 Codes and Standards

Wherever references are made in the Contract/Order to codes and standards in accordance with which the Contract/ Order shall be executed, the edition or the revised version of such codes and standards current at the date, one (01) day prior to date of Price/financial bid opening shall apply unless otherwise specified. During the Contract/Order execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with clause **1.16** (Changes).

1.4 Contract/Purchase Order Work Scope and Completion Time

1.4.1 Scope of Work, Scope of Supply and Specifications:

- 1.4.1.1 Refer to GeM Bid BOQ for the scope of work, scope of supply, testing and technical specifications of deliverables to be covered under this Contract/ Order.
- 1.4.1.2 Any tooling or accessories which may not be specifically mentioned in the Specifications but which are necessary for proper and efficient functioning of the items/systems as per the specifications of the tender enquiry shall be included in the price(s) as quoted by the Contractor/Supplier.
- 1.4.1.3 Operation/instruction manual, technical manuals and technical drawings is essential in English to enable the Purchaser to put the Items to proper use, so the Contractor shall furnish such manuals along with the Items as per **clause 2.3** of technical specifications.

1.4.2 Delivery Dates and Completion Time

- 1.4.2.1 The Supplier shall produce a detailed Schedule showing all phases of the Contract and showing how the overall Schedule will be complied with the delivery duration of **9 months** from the date of Contract/order. This detailed Schedule shall be submitted to ITER-India, IPR for approval/acceptance, before starting any work in relation to the Contract. Earlier delivery will be appreciated by the Purchaser.
- 1.4.2.2 Contractor/supplier shall make complete delivery of all the ordered items on free door delivery basis (including packing, forwarding, freight & transit insurance) at the delivery address **within 9 months** from date of Contract/Order. The final/site acceptance of ordered items at ITER-India lab shall be completed within **1 month** from the date of receipt of all items at Purchaser's site. - **This clause is amended as under vide Bid Corrigendum-1.**

Contractor/supplier shall make complete delivery of all the ordered items on free door delivery basis (including packing, forwarding, freight & transit insurance) at the delivery address **within 9 months** from date of Contract/Order. The final/site acceptance of ordered items at ITER-India lab shall be completed within **3 months** from the date of receipt of all items at Purchaser's site.
- 1.4.2.3 The date of delivery and time for completion stipulated in the Contract/Order shall be deemed to be the essence of the Contract/ Order. Delivery completion must be accomplished within the dates/durations specified in Delivery Schedule.
- 1.4.2.4 The date of the "final acceptance note" issued by the Purchaser after successful completion of Site acceptance tests at ITER-India Lab shall be considered as completion date.

1.5 Free Issue Material (FIM):

No Free Issue Material (FIM) from Purchaser side is involved for execution of this Contract/Order. Purchaser will provide facilities like electricity, water, space as may be required for final/site acceptance testing of the ordered items.

1.6 Bank Guarantees

1.6.1 Performance Security (ePBG)

- 1.6.1.1 Supplier shall submit an irrevocable Bank Guarantee (BG) / ePBG equal to 3% (three percent) of total Contract/Order value on a non-judicial stamp paper of appropriate value, for ensuring due performance of the Contract and warranty obligations, valid for 2 months beyond the date of completion of all contractual obligations including warranty obligations from any nationalized bank or bank recommended in GeM GTC.
- 1.6.1.2 BG issuing bank is required to send confirmation through SFMS (Structured Financial Messaging System) on our SBI bank having IFSC Code: SBIN0001045 Account No: 30360272380 and provide intimation of the same on following E-mail ID: accounts@iterindia.in.
- 1.6.1.3 If need arises, the Contractor/Supplier shall extend the validity of the Bank Guarantee for suitable period at his expenses.
- 1.6.1.4 If the Contractor/Supplier fails to provide the ePBG, within the period as specified in [GeM GTC](#) such failure shall constitute a breach of Contract/Purchase Order and the action as deemed fit may be initiated by the Purchaser.
- 1.6.1.5 In the event, the Contractor/Supplier fails to fulfil any of the obligations under the Contract/Order; the Purchaser shall have the right to encash the Performance Security.
- 1.6.1.6 Where the Contractor/Supplier fails to maintain the Contractual delivery date/completion time or fails to execute warranty obligations within agreed time, the Contractor/Supplier shall extend the validity of Bank Guarantee(s) suitably to cover the extended/expected delivery date or completion time including warranty obligations, failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the Contract/Purchase Order.
- 1.6.1.7 Upon satisfactory execution of the Contract/Purchase Order including completion of warranty period without any unresolved issue, the original Bank Guarantee (s) shall be returned to the Contractor/Supplier on receipt of a request for return of the bank guarantee from the Contractor/Supplier.
- 1.6.1.8 No interest shall be payable on security deposit amount till it is retained by Purchaser in terms of Contract/Purchase Order.

1.6.2 Bank charges

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

1.7 Contract Price and Payment

1.7.1 Terms of Prices

- 1.7.1.1 Offered Prices on GeM shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. No additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price as per

GeM GTC.

- 1.7.1.2 Cost for travel, accommodation, lodging and other expenses which will be necessary for execution of the Contract i.e. visit for testing / meeting at other party's site or any other place/lab will be borne by respective parties.

1.7.2 Basis of Delivery

- 1.7.2.1 The price quoted shall be inclusive of packing & forwarding, on Free Door Delivery basis including insurance, loading and unloading as per GeM GTC. Refer to clause no. [1.9.4.2](#) for details of "delivery address".

1.7.3 Taxes and Duties

- 1.7.3.1 Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. as per GeM GTC.

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

- 1.7.3.1.2 Supplier shall be liable to undertake assessment of likely GST impact on the price of the supplies being made to the Purchaser in light of the anti-profiteering provisions being proposed. After completion of such assessment, Supplier shall forthwith inform the Purchaser of the extent of reduction in cost so that the prices may be renegotiated accordingly and amendments can be made in the contracts. In case any deviation is found at subsequent stage, wherein GST impact has not been given effect to the cost for any reasons whatsoever, then any consequences arising thereof shall be borne by the supplier. The Supplier hereto agrees that all liabilities arising out of any default from complying with the aforesaid directions and consequences thereof will be of the Supplier and Purchaser is authorised to recover the same along with interest from the Supplier and/or the same can be deducted from the amount payable to the Supplier.

- 1.7.3.1.3 Supplier shall be liable to evaluate compliance requirements under GST and ensure proper mechanism for undertaking the same is put in place so that there is no loss of any kind to the Purchaser due to non-compliance on supplier. The Supplier agrees that in case of any loss arising out of acts of the Supplier or any non-compliance on the part of the Supplier, Purchase is authorized to recover the same along with interest from the Supplier and/or the same can be deducted from the amount payable to the supplier.

- 1.7.3.1.4 Supplier shall be liable to update GSTN and HSN Code as and whenever applicable to the item(s) supplied on Invoice and any mis-match/rejection due to GSTN/ HSN Code will be on supplier's account and any loss of credit arising due to any non-compliance by the Supplier will be recovered from Supplier along with interest and / or the same can be deducted from the amount payable to the Supplier.

1.7.3.1.5 Custom Duty:

ITER-India is exempted from payment of Customs Duty as per notification no. 39/96-custom dated 23/07/1996 as amended by notification no. 5/2012-custom dated 07/02/2012 (S. No. 37). Hence, Custom Duty payable in India should not form a part of the bid (Applicable for import material cleared in India). The Purchaser will issue the customs duty exemption certificate for materials and bought out items, which are part and deliverables to order ITEMS. No Custom duty exemption certificate will be provided if the Indian agent bids in INR and order is directly placed on them. Purchaser

shall neither issue customs duty exemption certificate nor reimburse the customs duty paid by the Contractor for the machines & tools purchased by the Contractor which are not a part/deliverable of the Contract/Purchase Order. List of materials and bought out items to be imported to India for this tender enquiry shall be submitted by the bidder along with the bid submission. This List should include description of items and tentative quantity. The Contractor shall furnish priced purchase order copy of all items being imported for the Contract/Purchase Order at least 60 days before actual import. Copy of L/C wherever applicable, shall also be furnished by the Contractor if the purchase of such components being imported to India, have been bought through L/C. Contractor has to maintain the list of all the Raw materials purchased, consumed and scrap for this Contract/Purchase Order, in case the Custom Duty exemption is availed. Any proceeds received on the left-out portion/scrap etc. of goods cleared through customs authority under the custom duty exemption provided by the Purchaser, applicable amount shall be given by the Contractor either to Customs authority or to ITER-India on demand from the Purchaser/customs authority. All expenses, except customs duty and applicable GST, towards procurement of the imported materials should be borne by the Contractor.

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

1.7.3.2.1 Income tax (TDS applicable for Supplier) at a prevailing rate will be deducted from the supplier's invoice(s). Certificate of TDS will be issued by the Purchaser.

1.7.3.2.2 TDS applicable at the prevailing rate as per GST Act will be deducted from the supplier's invoice(s).

1.7.4 Mode of Payment and Payment Schedule:

1.7.4.1 Payment shall be made through RTGS/NEFT in INR within 30 days from the date of acceptance against each payment milestone as per **Table-2** and on receipt of error free invoice and other mentioned documents complete in all respects. Necessary mandate form for RTGS/NEFT will be provided at the time of Contract/order.

1.7.4.2 Wherever, advance payment is involved, it will be made subject to submission of Bank Guarantee (BG) for an equivalent amount from State Bank of India (SBI) / any Nationalized bank or from one of the banks as recommended in GeM GTC. BG for advance payment should be furnished by Contractor/Supplier as per format given in **Annexure-1. Advance Payment Bank Guarantee shall remain valid till two months beyond contract completion date.** BG issuing Bank is required to send confirmation through SFMS as per clause No. [1.6.1.2](#)

1.7.4.3 Release of payment shall be subject to:

- i. Acceptance of Contract on GeM portal
- ii. Submission of error-free Performance Security as per GeM Contract
- iii. Submission of Advance Bank Guarantee

1.7.4.4 The payment to the Contractor/Supplier will be made as per the following terms (Table-2), on production of the requisite documents:

Table-2: Payment Schedule:

Sr. No.	Mile-stone for payment	% of GeM contract value	Documents required from the Supplier for release of payment
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01	Payment against design approval by Purchaser	10%	A. A copy of Note issued by Purchaser for design approval B. Proforma Invoice (Triplicate) C. Advance Payment Bank Guarantee for equivalent amount of advance
02	Payment against complete delivery of ordered items to On-Site address	70%	A. A copy of Despatch Clearance Note issued by Purchaser B. Tax Invoice in triplicate C. Delivery challan duly inward at Security Gate and signed by ITER India representative as delivery acknowledgement D. Duly consignment receipted copy of Lorry receipt, Courier PoD etc. (if applicable)
03	Final site acceptance of items by the Purchaser	20%	A. Copy of Proforma Invoice in triplicate B. Copy of Final Site Acceptance Note issued by the Purchaser C. Warranty Certificate D. Proof of payment of applicable duty to Government authority as mentioned in clause no. 1.7.3.1.5 (custom duty) of this part of the tender (if applicable)
Total		100%	

1.8 Inspections and Dispatch Clearance

1.8.1 Manufacturing & Inspection Plan

- 1.8.1.1 Refer to Technical Specification document for more details regarding Inspection and acceptance test requirements.
- 1.8.1.2 If part of said items/components are being manufactured at other premises (viz. subcontractor/supplier), the Contractor/Supplier shall obtain a permission for the Purchaser's representative to inspect, examine, and test as if the equipment were being manufactured on the Contractor/Supplier's premises.

1.8.2 Dispatch Clearance Note

- 1.8.2.1 Contractor/Supplier shall obtain a Dispatch Clearance Note (DCN) on satisfactory pre-dispatch inspection / factory acceptance of Items/System from Purchaser before effecting

the dispatch.

- 1.8.2.2 The Contractor is not allowed to make partial shipment without written consent of the Purchaser.

1.9 Requirements for Labelling, Cleaning, Packaging, Handling & Shipment

1.9.1 Packing Instructions

- 1.9.1.1 The supplier shall design and supply appropriate packaging, adequate to prevent damage during shipping lifting and handling operations. Shock absorbing material shall be used where necessary.

1.9.2 Marking, Labelling and Traceability

- 1.9.2.1 All components and the main subcomponents shall be clearly marked in a permanent way and in a visible place. The equipment included in the scope of supply shall be fitted with a rating plate in accordance with the applicable standards. The rating plate shall bear the identification of the corresponding equipment in the project.
- 1.9.2.2 All packages shall be clearly, legibly and durably marked for correct identification with uniform block letters (preferably with waterproof paint) on at least three sides with:
- Delivery address (as communicated)
 - Contract/Purchase Order Number and date
 - Net and gross weights
 - Sign showing 'SIDE UP'
 - Any handling and unpacking instructions, if considered necessary.
 - In case of spare parts, each spare part shall be clearly marked and labeled on the outside of its packing with its description and catalogue/part number.

1.9.3 Cleaning

During cleaning, particular attention shall be given to the removal of weld spatter, debris and other foreign matter. Final cleaning shall ensure effective cleaning without damage to the surface finish, material properties or metallurgical structure of the materials.

1.9.4 Ultimate Consignee & Delivery Address:

1.9.4.1 *The ultimate consignee of the Purchaser is:*

The Sr. Officer (Purchase & Stores), ITER-India, Ahmedabad
Phone: +91-79-23 26 96 56 / +91-79-23 26 95 30
E-mail: purchase@iterindia.in

1.9.4.2 *Delivery Address:*

Power Supply Lab
ITER-India Lab building
Institute for Plasma Research Campus
Bhat, Gandhinagar-382428
Gujarat, India.

1.9.4.3 *Bill To:*

Sr. Officer (Purchase & Stores),
ITER-India, Institute for Plasma Research



Block A, Sangath Skyz,
Bhat-Motera Road, Koteswar,
Ahmedabad 380005
Gujarat, India.

1.9.5 Delivery Documents

1.9.5.1 The Contractor/Supplier shall forward in advance to the Purchaser, by rapid Courier Service and scanned copies through e-mail, following documents:

- a. Original Tax Invoice in triplicate
- b. Delivery Challan in triplicate
- c. Packing List
- d. Lorry Receipt (LR)
- e. Despatch clearance note issued by the Purchaser
- f. Other document deliverables as specified in Technical Specification document

1.9.5.2 The dispatch documents such as Invoice, Delivery Challan, Packing list etc., shall bear the “Contract Number”, “Contract Date”, “Destination/Delivery address”

1.9.6 Delivery Inspection

Shipment shall be initiated upon the receipt of dispatch clearance note from ITER-India.

Upon receipt of the package, ITER-India shall open the package and make a visual inspection of its content to check:

- The integrity of the package, including identifying visible damage;
- The number and type of components contained in the shipment;
- The enclosed documentation;
- The integrity of the components.

In the case of anomalies, ITER-India shall make any additional relevant remark on the inspection. A decision on acceptance of the delivery of the components will be made by the ITER-India.

1.10 Liquidated Damages (LD)

1.10.1 LD shall be applicable as per GeM GTC

1.10.2 The Contractor is required to maintain Hindrance Register for reporting hindrance if any, while executing the work and supply related issues, in an approved format. The Contractor shall get record of hindrances in the Hindrance Register approved / endorsed by the Purchaser's representative. Such hindrance in the Work or Supply endorsed by the Purchaser's representative will only be taken into consideration for granting time extension. Format of Hindrance Register is as per **Annexure-B3**.

1.11 Force Majeure

1.11.1 Force Majeure is herein defined as any cause which is beyond the control of the Contractor/Supplier 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/Purchase Order, such as: Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.

- 1.11.2 Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.
- 1.11.3 Other Phenomena including but not limited to hostilities riots, civil commotion and declared lock-down in Contractor/Supplier's works.
- 1.11.4 Provided that Parties shall not be liable for delays in performing its obligations resulting from any Force Majeure causes as referred to/or defined above. The date of completion will subject to hereinafter provided, be extended by reasonable time even though such cause may occur after Contractor/Supplier's performance of his obligations has been delayed for other cause. However, the Contractor/Supplier is not entitled to increase in statutory levies that has come into force during the extended delivery period.

1.12 Installation, testing, demonstration and Final/Site Acceptance:

1.12.1 Installation, testing and demonstration

Installation, testing and demonstration of the ordered items to be carried out by the Contractor free of cost at on-site. The Purchaser shall provide water, electricity and storage space to the Contractor during On-site activities. – **This clause is amended as under vide Bid Corrigendum-1.**

All the services, tools and connections needed for site Installation and acceptance Tests will be carried out by ITER-India on recommendation and under supervision of supplier, however Supplier shall remain responsible for demonstration of site acceptance tests. The Purchaser shall provide water, electricity and storage space to the Contractor during On-site activities.

Note: The Contractor has to carry out Site Work in a protected area and shall strictly follow ITER-India/IPR Security & Safety Protocol during execution of Site Work.

1.12.2 Final Acceptance

Final / Site Acceptance of the Items/components will be subject to the fulfilment of requirements given in Technical Specifications.

1.13 Rejection of defective goods & Contractor/Supplier's Liability

1.13.1 Rejection against Damages during Transit:

If the items/ components or any portion thereof is damaged during transit, the Purchaser shall give notice by email as well as through GeM incident management channel to the Contractor/Supplier setting forth particulars of such items/ Components damaged during transit. The replacement of such Components/Items shall be effected by the Contractor/Supplier within a reasonable time to avoid unnecessary delay in the intended usage of the Components/Items. The costs of replaced items shall be borne by the Contractor/Supplier.

1.13.2 Rejection before final acceptance:

- 1.13.2.1 In the event that any of the items/components supplied by the Contractor/Supplier are found defective in material or workmanship or not in conformity with the requirements of the Contract/Order specifications, before the final acceptance, the Purchaser shall reject the same and request the Contractor/Supplier in writing to repair or to replace the defective items free of cost to the Purchaser within a mutually agreed time period. However, such

extension of time if any, shall be without prejudice to the Purchaser's right to recover liquidated damages as stipulated in clause [1.10](#).

1.13.3 Accident liability during onsite work

- 1.13.3.1 Contractor/Supplier and his sub-contractors shall insure its own personnel and tools & equipments deployed at Purchaser's site against all risk, such as injuries, loss of life etc. The Contractor/Supplier will be fully responsible for payment of compensation to its own personnel.
- 1.13.3.2 The Contractor/Supplier shall take all possible precautions and avoid loss/damages to equipment/items/Purchaser's property during the execution of installation & commissioning / site work. In the event of loss or damage to Purchaser's property/any item(s)/equipment and/or injury or loss of life to Purchaser's personnel during the course of onsite work as a result of fault(s) in the items supplied under the Contract/Order or due to the reasons attributable to the Contractor/Supplier, then, the Contractor/Supplier will be fully responsible for such damages/losses and payment of appropriate compensation. The Contractor/Supplier agrees to relieve the Purchaser from all the liabilities under this clause.

1.13.4 Limitation of liability

- 1.13.4.1 Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Contractor/Supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total Contract/Order price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the purchaser with respect to Intellectual Propriety Rights infringement.
- 1.13.4.2 The Purchaser being a research institute, indirect losses, that is loss of production and loss of profit is not applicable.

1.14 Indemnity

The Contractor/Supplier shall at all times indemnify and hold harmless the Purchaser and its employees and officers from and against all claims which may be made in respect of supplies covered by this Contract/Order against infringement of any right protected by patent registration, law of designs, trademarks, utility model, copyright and other intellectual property rights registered or otherwise existing.

Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Purchaser but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued by the Purchaser after submission of the price bid or revised price bid, if any.

1.15 Warranty

Supplier shall provide a minimum standard warranty of 12 months for all the deliverables from the date of final site acceptance issued by ITER-India after SAT, or 15 months from the date of delivery, whichever is earlier.

If the SAT is delayed beyond 3 months from date of delivery for the reasons attributed to supplier, then the warranty shall be 12 months from the SAT approval.

1.16 CHANGES

- 1.16.1 The Purchaser shall have the right to propose and order the Contractor/Supplier from time to time during the execution of the Contract/Purchase Order to make any change, modification, addition or deletion to, in or from the supplies (hereinafter called “Change”), provided that such change falls within the general scope of the supplies and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the supplies and the technical compatibility of the change envisaged with the nature of the supplies as specified in the Contract/Purchase Order.
- 1.16.2 The Contractor/Supplier may from time to time during its execution of the Contract/Purchase Order propose to the Purchaser any change that the Contractor/Supplier considers necessary or desirable. The Purchaser may at its discretion approve or reject any change proposed by the Contractor/Supplier.
- 1.16.3 Notwithstanding Clause [1.16.1](#) and Clause [1.16.2](#), no change made necessary because of any default of the Contractor/Supplier in the performance of its obligations under the Contract/Purchase Order and/or for Contractor/Supplier’s convenience, shall be deemed to be a change and such change shall not result in any adjustment of the Contract/Purchase Order price or the time for completion.
- 1.16.4 If any of the item in addition to the schedule of supply of materials is required during execution of the Contract/Purchase Order due to change in specifications, drawings, designs etc., which in the opinion of the Purchaser, if not procured promptly may delay the completion of the supplies, the Contractor/Supplier shall procure the required material as per the specifications to the extent required to keep the progress of work unhindered. The Contractor/Supplier shall be paid for such additional procurement in the following manner:
- 1.16.5 If the required item/cost for change(s) proposed by the Purchaser is available in the Contract/Purchase Order, the same unit rate/rate shall be used as cost for such change.
- 1.16.6 If the required item/cost for change(s) proposed by the Purchaser is not available in the Contract/Purchase Order, the Purchaser reserves the right to get the detailed break up with valid documentary evidence from the Contractor/Supplier. Contractor/Supplier shall provide the details asked by the Purchaser within the stipulated time. Purchaser and Contractor/Supplier shall mutually agree on such cost for change within 90 days from the date of such change proposed by the Purchaser.

1.17 Settlement of disputes and Arbitration

1.17.1 Settlement

- 1.17.1.1 Any disputes or difference arising out of or in connection with the Contract/Purchase Order shall be to the extent possible settled amicably between the parties involving management from either side within one hundred and twenty (120) days. If amicable settlement cannot be reached within one hundred and twenty (120) days, then all disputed issues shall be settled by Arbitration as per clause [1.17.2](#)
- 1.17.1.2 Notwithstanding any reference to the arbitration as herein before provided (a) the Parties shall continue to perform their respective obligations under the Contract/Purchase Order with due diligence, unless they otherwise agree, (b) the Purchaser shall continue to pay any undisputed amount to the Contractor/Supplier.

1.17.2 Arbitration

- a. All disputes or differences arising out of or in connection with the Contract/Purchase Order including the one connected with the validity of the Contract/Purchase Order or any part thereof, should be settled by bilateral discussions.
- b. The Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Purchaser and Contractor/Supplier. 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 Contractor/Supplier and whose decision shall be final and binding on both the parties. The sole Arbitrator shall have its seat in Ahmedabad or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. The Courts of Ahmedabad, Gujarat shall only have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the Contract/Purchase Order.
- c. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- d. The parties shall continue to perform their respective obligations under the Contract/Purchase Order during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

2 Annexures

The Attachments and Annexes referred to in this section shall form an integral part of this collaborative Contract/Purchase Order.

1. Annexure-B1: Advance Payment Bank Guarantee
2. Annexure-B2: Technical Compliance Table
3. Annexure-B3: Hindrance Register

Annexure-B1: Bank Guarantee (Advance Payment)

(On non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ DATE: _____

1. WHEREAS on or about the _____ day of _____ 2021 M/s _____, a company registered under the companies act and having its registered office at _____ (hereinafter referred to as “the Contractor/Supplier”) entered into Contract/Purchase Order bearing No. _____ date _____ with ITER-India (INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380005, Gujarat, India (hereinafter referred to as “The Purchaser”) for the supply of _____ (hereinafter referred to as “the Equipment”)
2. AND WHEREAS under the terms and conditions of the Contract/Purchase Order an amount of Rs. _____ (Rupees _____ only) representing _____ percent advance payment out of the Contract/Purchase Order value of Rs. _____ (Rupees _____ only) is to be paid by the Purchaser.
3. AND WHEREAS ITER-India has agreed in pursuance of the said terms and conditions of the Contract/Purchase Order to make an advance payment of Rs. _____ (Rupees _____ only) to the Contractor/Supplier on the Contractor/Supplier furnishing a Bank Guarantee in the manner herein contained.
4. NOW WE, _____ (Name and Address of the Bank) in consideration of the Purchaser having agreed to pay to the Contractor/Supplier an advance payment of Rs. _____ (Rupees _____ Only) do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs. _____ (Rupees _____ Only) against any damage or loss that may be suffered by the Purchaser by reason of non-fulfillment of any of the terms and conditions of the Contract/Purchase Order by the Contractor/Supplier.
5. WE, _____ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without recourse to the Contractor and without any demur, or protest or objection, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor/Supplier(s) of any of the terms and conditions contained in the said Contract/Purchase Order or by reason of the Contractor/Supplier(s)’s failure to perform the said Contract/Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).
6. WE, _____ (Bank) undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor/Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present



guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor/Supplier(s) shall have no claim against us.

7. AND WE, _____ (Bank) hereby further agree that the decision of the said Project Director, ITER-India as to whether the Contractor/Supplier has committed breach of any such terms and conditions of the Contract/Purchase Order or not and as to amount of damage or loss assessed by the said Project Director as damage or loss suffered by the Purchaser/ITER-India on account of such breach would be final and binding on us.
8. WE _____ (Bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract/Purchase Order or to extend time of performance by the said Contractor/Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor/Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor/Supplier(s) or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor/Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.
9. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor/Supplier(s).
10. OUR GUARANTEE shall remain in force until _____ (complete delivery of ordered items) and unless a claim under the guarantee is lodged on or before (specify applicable claim period, minimum 2 months required), all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the _____ have executed this.

Dated the _____ day of _____ 20_____.

For

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

Witnesses:

(1) Name: _____ Signature _____

(2) Name: _____ Signature _____

Annexure-B2: TECHNICAL COMPLIANCE TABLE

Supplier shall provide the detailed compliance table as per the below specification sheet along with the bid. Supplier shall also provide declaration confirming all other sections of the technical specification document. In case of any deviation, Supplier shall provide a separate document highlighting all the deviation from this technical specification document.

Technical compliance table to be filled in and provided by supplier

Sr. No.	Descriptions	Ratings	Compliance and remarks by Supplier
1	AC Input	433V AC, $\pm 10\%$; 50Hz $\pm 3\%$; 3 Phase, 3 Wire.	
2	Output current	5000 A dc (<i>Programmable</i>)	
3	Output voltage	Up to 500 V dc	
4	Configuration	3 phase 6 pulse full controlled thyristor bridge	
5	Device Specification	<p>This thyristor converter is also planned to be used for validation of future high current requirements. Hence higher device margin is considered in the present requirement.</p> <p>Two parallel thyristors shall be provided in each arm of the bridge, with following minimum specifications for each thyristor</p> <p>Max average on-state current $I_{T(AV)} > 4000A$</p> <p>Max non-repetitive surge current $I_{TSM} > 50kA$</p> <p>Max on state voltage $V_{TM} < 1.8V$ at T_j max</p> <p>Max repetitive peak forward V_{DRM} & reverse blocking voltage $V_{RRM} > 3000V$</p> <p>Max deviation of on-stage voltage between thyristors $< 50mV$</p>	
6	Duty	Continuous	
7	Control Type	<p>Closed-loop Current Control</p> <p>Open-loop Voltage Control</p>	
8	Output current di/dt to be supported	$> 1kA/ms$	
9	Current Adjustment	10-100%	
10	Accuracy (Full Scale)	$< \pm 1\%$	
11	Installation	Indoor	

12	Operating Condition	5- 50 deg C, RH < 95% non-condensing	
13	Cooling	Forced Air cooled	
14	Degree of Protection	IP 20	
15	Applicable Codes and Standard	IEC 60146	
16	Load Parameters (for site acceptance test)	Inductive Load L= 350μH ± 10%, R= 17 mohms ± 10%	
17	Input Transformer for onsite testing purpose at pulsed duty (out of supplier scope)	Power=1000kVA Primary Voltage = 11000V Secondary Voltage = 433V Primary current = 52.49A Secondary current = 1333.37A Transformer Impedance at nominal secondary current (1.33kA) = 4.75%, Vector Group = Dyn-11	
18	Dimensions	Footprint of ~ 1.5 m x 1 m	
19	Controller	<ul style="list-style-type: none"> 32-bit DSP based controller preferably from Texas TMS320 series with clock speed better than 100MHz. Local operation and monitoring shall be planned using LCD display Output voltage, output current and bypass current shall be measured and displayed on the LCD display. Moreover, it shall be possible to insert CT through device to measure current through each thyristor Emergency Push button shall be available on the cabinet to safely turn OFF the converter Controller shall have soft-start bypass feature INDICATORS: LEDs shall be provided for indication of following <ul style="list-style-type: none"> Mains ON (R, Y, B) – on Incomer cabinet Rectifier ON Control ON Rectifier Healthy Cooling Fan Fail SCR Over Temperature SCR Fuse fail. 	

		<ul style="list-style-type: none"> ○ Phase fail/phase reversal ○ Gate drive PS failure • ALARMS: Audio Visual Alarm along with fault status shall be provided for following failures. <ul style="list-style-type: none"> ○ SCR Fuse Failure. ○ SCR over Temperature. ○ Cooling Fan Fail ○ DC Over Voltage. ○ DC Over Load. ○ Phase Fail/phase reversal ○ Gate drive PS failure • Following protections shall be provided for thyristors <ul style="list-style-type: none"> ○ Fast acting Semiconductor fuses for each SCR of Rectifier ○ RC network for protection against transient voltage surges. ○ Protection against over temperature. 	
19	Remote Control Interface	<ul style="list-style-type: none"> • Remote control operation and monitoring using standard communication interface such as RS232/485 MODBUS/LAN etc. from remote connection • All the alarms, faults and status shall also be transferred to remote connection via communication interface • The “Reference” Analog signal (0- 10V) shall be used to control the thyristor converter in the full range (from 0 to nominal voltage/current) • The “Enable” digital signal (0-24V) is used to switch on and off the thyristor converter. When the Enable signal is high, output voltage/current follows the reference voltage/current. While the Enable signal is low, the analogue reference is not considered by the PS controller, for this reason the output voltage/current is always zero. • External “Quench” digital signal (0-24V) shall enable the bypass thyristor when condition permits. • In case of faults inside thyristor converter, it shall first turnoff the thyristors. Also, “Fault” signal shall be sent to remote connection, which could further trip the incoming breaker. 	
21	Other requirements	<ul style="list-style-type: none"> • Busbars: Electrical grade Copper busbars of suitable capacity shall be used. • Wires and Cables: Multistrand Insulated copper conductor cables /wires of suitable cross section shall be used. The wires /cable shall be conforming to IS 694 /1554. 	



High-Power (500Vdc, 5kA) Thyristor Converter

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		<ul style="list-style-type: none">• Construction: All components shall be mounted in vermin proof cabinets. Cabinets shall be made of M.S. sheet with suitable iron angle structure. The cabinets shall be powder coated preferably with Grey RAL-7035 and confirming to IP20 class of ingress protection. 2 Nos. Earthing Terminals shall be provided on the cabinet.• Return terminal shall be isolated from the earthing terminal• Lifting hooks shall be provided for easy lifting and movement	
22	Testing	As per section Error! Reference source not found.	

**High-Power (500Vdc, 5kA) Thyristor Converter**

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Annexure-B3: Hindrance Register

A Hindrance Register is to be maintained in the enclosed Format to record all hindrances encountered during execution of items/work against the PO/Contract. The items or work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Purchaser's representative as well as the Supplier's/Contractor's representative will sign on the register against the recorded hindrance(s). In case of encountering multiple hindrances simultaneously over a period of time affecting the same item/work or different items/work, the net period of hindrance will be worked out considering the overlapping period.

Format of Hindrance Register:

Sr. No.	Nature of Hindrance	Item or Work which is affected/could not be executed on account of this hindrance	Date of start of hindrance	Date of removal of hindrance (references of communications to resolve)	Overlapping period (if any)	Net Delay in days	Sign/clearance of Purchaser's representative	Sign/clearance of Contractor's representative

It is to be noted that the delay in individual activities may not be affecting the contractual milestone depending on the available float, if any.