



**Title: Development and Supply of the VVPSS Rupture  
Disc Assembly**

GeM Bid No.  
GEM/2023/B/3744658

<b>Title</b>	<b>GeM Bid No. GEM/2023/B/3744658 for Development and Supply of the VVPSS Rupture Disc Assembly</b>
<b>Sub Title</b>	<b>PART-A (IA): Essential Eligibility Criteria</b>

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





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GeM Bid No.  
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Type of document	Tender Document – PART-A (IA)
INDUS number	
References	
Current Document phase	Approved
Current Document Version	V1
Version date	27-07-2023
Access Control	-

Title	<b>Development and Supply of the VVPSS Rupture Disc Assembly</b>
Sub Title	<b>PART-A (IA): Essential Eligibility Criteria</b>

Written by	Reviewed by	Approved by
ITER-India	ITER-India	ITER-India
Signature/s in sequence	Signature/s in sequence	Signature/s in sequence

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## 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*

Sr. No.	Essential Eligibility Criteria (EEC)	Evidence to be submitted	Documents submitted (to be filled by Bidder)
1.	The Bidder must be a company registered in India for minimum five years from tender date.	Registration certificate from Registrar of Companies	Registration Certificate ref. ---- dated -----
2.	The bidder must have valid ISO 9001 certification	Valid ISO 9001 certificate	ISO 9001 Certificate ref. ---- dated ----- Validity -----
3.	The Bidder shall have experience of design, manufacturing, Inspections, testing and supply of Safety important components to nuclear establishment including Inspection by notified bodies/regulatory bodies in last 5 years from tender date.	Completion certificate/ invoice (unpriced) with related PO and supporting documents	PO No. ----- dated ----- Invoice/Completion Certificate ref. ----- -- dated ----- Bidder to mention supporting documents (if any) attached in the offer/bid
4.	Bidder shall have experience in last 5 years of a) Manufacturing vacuum components & b) Successful demonstration of rupture disc (at least 200 mm diameter) integrated on nuclear systems/industrial systems	Completion certificate/ invoice (unpriced) with related PO and supporting documents	PO No. ----- dated ----- Invoice/Completion Certificate ref. ----- -- dated ----- Bidder to mention supporting documents (if any) attached in the offer/bid
5.	The Bidder shall have annual average turnover not less than Rs.16 Crores during last 3 financial years.	Audited Balance sheets and Profit & Loss account of last three financial years	Audited Balance sheet for FY -----, FY----- and FY -----



			along with Profit and Loss Account
6.	Only Class I Local / Class II Local suppliers as per Make In India (MII) Order are eligible to bid. (Refer clause no. 1.1 (a) for more details)	Declaration (as per Annexure-A1: <b>FORMAT FOR LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER</b>  <b>(To be submitted with the bid/offer)</b> ) confirming percentage of local content and location at which local value addition is done.	Annexure-A1
7.	Supplier/Bidder not belonging from a country which shares/not shares land border with India (Refer clause no. 1.1 (e) for more details)	Self-declaration (as per Annexure-A2: Self-declaration by Bidder of a country sharing/not sharing land border with India)	Annexure-A2

**Note: Refer clause No. 1.1 for other eligibility, Purchase preference and exemption conditions.**



### 1.1 Bidder eligibility and other applicable conditions

- a. 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 local content to qualify as Class-I (minimum 50% currently) or Class-II Local Supplier (minimum 20% currently) 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.**
- Class-I Local Suppliers and Class-II Local Suppliers will submit duly signed **Self-certification under preference to Make in India order** on their letter head as per **Annexure-A1: FORMAT FOR LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER (To be submitted with the bid/offer)** along with the offer/bid failing which bid may not be considered for further evaluation.
- b. 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.
- c. **No exemption with respect to “Bidder Turnover Criteria” and “Experience Criteria” will be given to a Micro or Small Enterprise.**
- d. **No exemption with respect to “Bidder Turnover Criteria” and “Experience Criteria” will be given to a Start-up recognized by Department for Promotion of Industry and Internal Trade (DPIIT).**
- e. **Orders (F. NO.6/18/2019-PPD dated 23<sup>rd</sup> 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.
- Self-declaration regarding bidder not belonging from a country which shares/not shares land



border with India as per [Annexure-A2](#): 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-A2](#).

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.



**1.2 Annexure-A1: FORMAT FOR LOCAL CONTENT UNDER PREFERENCE TO MAKE  
IN INDIA ORDER  
(To be submitted with the bid/offer)**

**Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 and its amendments, we M/s. \_\_\_\_\_ hereby certify that we are local supplier meeting the local content \_\_\_\_\_% excluding transportation, insurance, installation, commissioning, testing, training and after sales service support like AMC/CMC etc. for the items/Services offered against **GeM Bid No. GEM/2023/B/3744658 for “Development and supply of the VVPSS Rupture Disc Assembly”**.

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 of the bidder:

Designation:

Official Seal

We, M/s \_\_\_\_\_, the Statutory Auditor(s) / Cost auditor (applicable in the case of companies) of M/s \_\_\_\_\_ (to specify name of bidder) / M/s \_\_\_\_\_ a practicing cost accountant or practicing chartered accountant (applicable in respect of bidders other than companies) of M/s \_\_\_\_\_ (to specify name of bidder), have verified and certify that the Local Content is \_\_\_\_\_ percentage [specify the percentage of Local content] as defined under the PPP-MII Order, for the items/Service offered against **GeM Bid No. GEM/2023/B/3744658 for “Development and supply of the VVPSS Rupture Disc Assembly”**.

For and on behalf of,

Date:

Authorized Signatory

(With Company Seal & Signature)

Name of the Statutory/Cost Auditor or Practicing Cost/Chartered Accountant (as applicable):

Firm Reg No:

Membership No.

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by ITER-India, IPR.



**1.3 Annexure-A2: 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/3744658 for “Development and supply of the VVPSS Rupture Disc Assembly”**

**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 understood 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:

Email id:





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<b>Sub Title</b>	<b>PART-A (IB): Instructions to Bidders and Bid Submission format</b>

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## Table of Contents

Abbreviations/Acronyms .....	4
1 Instructions to Bidders and Tender conditions .....	5
<b>1.1 Tender Documents / Tender Specifications &amp; Requirements .....</b>	<b>5</b>
<b>1.2 Evaluation and clarifications of Part-A bids .....</b>	<b>5</b>
<b>1.3 Evaluation of Part-B bids.....</b>	<b>6</b>
<b>1.4 Acceptance/Rejection of Bids.....</b>	<b>7</b>
<b>1.5 Construction of contract.....</b>	<b>7</b>
<b>1.6 Cancellation of Tender.....</b>	<b>7</b>
2 Bid Submission Content, Format & Instructions .....	7
<b>2.1 Bid Submission Covers &amp; Contents.....</b>	<b>7</b>
2.1.1 Cover-1 Contents .....	7
2.1.2 Cover-2 Contents: Part-B (Price Bid) .....	9
3 Annexures .....	10
<b>3.1 Annexure-B1: General Particulars of the Bidder .....</b>	<b>10</b>
<b>3.2 Annexure-B2: Unpriced Bid Format.....</b>	<b>11</b>
<b>3.3 Annexure-B3: Letter for Acceptance of Part-A of Tender.....</b>	<b>15</b>
<b>3.4 Annexure-B4: Declaration .....</b>	<b>17</b>
<b>3.5 Annexure – B5 Technical Information Format .....</b>	<b>18</b>
<b>3.6 Annexure-B6: Price Breakup Format.....</b>	<b>21</b>



## Abbreviations/Acronyms

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### **D**

DD · Demand Draft  
DPIIT · Department for Promotion of Industry and Internal Trade

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### **E**

EMD · Earnest Money Deposit  
EEC · Essential Eligibility Criteria

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### **H**

HDFC · Housing Development Finance Corporation

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### **I**

ICICI · Industrial Credit and Investment Corporation of India  
IDBI · Industrial Development Bank of India

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### **M**

MII · Make In India  
MSEs · Micro and Small Enterprises  
MSME · Micro, Small and Medium Enterprises

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### **N**

NEFT · National Electronic Fund Transfer

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### **P**

PLR · Prime Lending Rate

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### **R**

RTGS · Real Time Gross Settlement  
RDA · Rupture Disc Assembly

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### **S**

SBI · State Bank of India  
SD · Security Deposit  
SPOC · Single Point of Contact

## 1 Instructions to Bidders and Tender conditions

Online tenders are invited (INR quote only) in **TWO PART** from the reputed and eligible parties against the **GeM Bid No. GEM/2023/B/3744658 (Two Part Open Tender)** for “**Development and Supply of the VVPSS Rupture Disc Assembly – Qty. 1 Set**” as per the Scope of Supply, Work and Technical Specifications provided in Part-A (II) and Terms & Conditions provided in Part-A(III) of this tender document.

*Table 1: Instructions to Bidders*

Instructions	
<b>1.1 Tender Documents / Tender Specifications &amp; Requirements</b>	
The scope of supply, scope of work, technical specifications, contract/purchase order terms and bidding procedures are prescribed in the tender documents. The tender documents include the following Parts. Each Part is provided in a separate document with appropriate title.	
a.	Part-A(IA): Essential Eligibility Criteria
b.	Part-A(IB): Instructions to bidders and Bid Submission format
c.	Part-A(II): Scope of Supply & Work, Technical Specifications
d.	Part-A(III): Terms and Conditions of the Contract/Purchase Order
e.	Part-B: Price Bid Breakup format (PDF)
f.	Any modification(s) to the tender documents, which may become necessary, shall be uploaded as a corrigendum on GeM portal as well as on ITER-India Website <a href="https://www.iterindia.in/tenders">https://www.iterindia.in/tenders</a> under the “Tender- Public/Global Tenders” menu
<b>1.2 Evaluation and clarifications of Part-A bids</b>	
a.	At first the submitted EEC documents will be evaluated against the specified Essential Eligibility Criteria (Refer Part-A (IA)) for the essential eligibility criteria details).
b.	The bids that are meeting all the Essential Eligibility Criteria stipulated in the Part-A (IA) of the tender shall only be shortlisted as “ <b>Eligible Bids</b> ”.
c.	The shortlisted “ <b>Eligible bids</b> ” shall only be considered for further detailed techno-commercial evaluation.



- d. If it becomes necessary to seek clarifications from the bidders regarding EEC, technical and commercial terms and conditions of the tender, the same will be sought through on-line portal from the bidders. In such an event, the bidder will furnish all the EEC, technical and commercial information/clarification through on-line portal, on or before the date and time fixed for submission of such clarifications. If the EEC, technical and commercial clarifications sought for, do not submit on-line on or before the due date and time fixed, such bids are liable to be rejected without any further notice. Purchaser shall not bear the responsibility of delay in receipt of required clarification(s).
- e. Further to clarify and confirm the compliance of the stated requirements, specific meetings with the bidders may be called by ITER-India. The venue, date and mode of the meeting (In person/ on-line) shall be intimated to the bidder. Discussions will be held on the various aspects of the offer, including the deviations, if any, vis-à-vis tender requirements.
- f. In the event of differences in commercial terms and conditions quoted by various bidders, ITER-India may resort to commercial discussions to bring all the bidders to common level of commercial terms and conditions.
- g. ITER-India and their authorized representatives may visit the Contractor/Sub-contractors, if required, as a part of technical evaluation process. Assessment made by ITER-India during the visit to the bidder shall be considered as a part of bid evaluation.
- h. Where counter terms and conditions have been offered by the bidder, the same shall not be deemed to have been accepted by ITER- India, unless specific written acceptance thereof is obtained by ITER-India.
- i. All technical and commercial aspects pertaining to Part-A (Technical and Commercial bid without price) of the tender will be finalized prior to opening of Part-B (Price bid) and no change in this regard shall be accepted after opening of Part-B (Price bid).
- j. Bids that are found to be compliant with the Essential Eligibility Criteria, the scope of work, supply, Technical Specifications and Commercial Terms & Conditions specified in Part-A of the tender documents, shall be shortlisted as **Technically Qualified Bids**.
- k. Price bids (Part-B of bid) of only **Technically Qualified Bids** will be opened online by the Purchaser.
- 1.3 Evaluation of Part-B bids**
- a. The opened price bids (along with its break-up) will be evaluated as per the tender
- b. The evaluation criteria and the basis for the price comparison are specified in the tender document.
- c. Conditional discount, if any offered by the bidder shall not be considered and may lead to the rejection of the bid.
- d. The evaluation committee may hold discussions with the bidder, if required.
- e. Price bid filled by the bidder shall only contain all the required rates, amount and particulars as per the price bid format (Part-B).



#### 1.4 Acceptance/Rejection of Bids

- |    |   |
|----|---|
| a. | Upon acceptance of successful bid, ITER-India may award a Contract to the successful Bidder within the validity/extended validity of the bid.   |
| b. | Non-compliance to tender specifications and/or tender scope and/or tender terms and conditions are liable for rejection. Decision of ITER-India in respect of non-compliance shall be final and binding on the bidders. |
| c. | Canvassing in any form with regard to this tender will lead to rejection of the bid.  |

#### 1.5 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.

**Contract award to successful bidder will be subjected to Task Agreement (TA) award from ITER-Organization (IO) to ITER-India (I-I).**

#### 1.6 Cancellation of Tender

During the tendering process, there may be some unforeseen situations compelling the Purchaser to cancel the Tender without finalization. In such a case, the Purchaser will send a notice/intimation for cancellation of the Tender by email/upload on website. Purchaser will not be responsible for any consequences due to such cancellation. Bids received (in “As Is” condition) will be returned to the bidders.

## 2 Bid Submission Content, Format & Instructions

### 2.1 Bid Submission Covers & Contents

#### 2.1.1 Cover-1 Contents

The following table provides the guideline for preparing and arranging the Part-A bid documents.

Notes:

1. All the documents shall be properly arranged into sections.
2. Pages shall be numbered, initialled and stamped.
3. Apart from the given specific templates, bidder may also use the tender documents to insert any comments/mark-up within the text

*Table 2: List of contents for Part-A*

S/N	Content to be included	Detail	Submitted Yes / No
1	Covering Letter & Bidder Information	<ul style="list-style-type: none"> <li>➤ Bid Covering Letter</li> <li>➤ General information about the bidder as per the template provided in this document (<b>Annexure-B1</b>)</li> </ul>	
2	EEC	<ul style="list-style-type: none"> <li>➤ All documents in compliance to EEC as per Part-A (IA)</li> </ul>	
3	EMD	<p>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)</p>	
4	Compliance with Scope of Supply (Main Deliverable) & Work and Technical Specifications of Part-A(II)	<ul style="list-style-type: none"> <li>➤ Technical Information Format as per <b>Annexure-B5 of Part-A(II)</b></li> <li>➤ Provide Compliance against the Specified Deliverables &amp; work scope</li> <li>➤ Indicate if there are any specific item that is beyond your scope of supply</li> <li>➤ List of imported items (if applicable)</li> <li>➤ Provide signed and stamped Letter of Acceptance for Tender Part-A as per <b>Annexure-B3</b> of Part-A(II) of the tender duly tick marked on applicable point of Sr. No. 4 along with list of deviations in Part-A(II), if any.</li> <li>➤ Declaration regarding implementation of French regulation under the French Order of 7<sup>th</sup> February 2012 (INB Order) as per <b>Annexure-B4 of Part-A(II)</b></li> <li>➤ Draft QA Plan for execution of the contract</li> <li>➤ Specify Organization Chart indicating a single point of contact for this tender</li> <li>➤ Submit a preliminary MIP template with indicative inspection points</li> </ul> <p><b><u>Schedule :</u></b></p> <ul style="list-style-type: none"> <li>➤ A preliminary schedule plan complying with the specified delivery duration with reference to the date of signature of contract shall be submitted.</li> <li>➤ Details of the major activity shall be included</li> </ul>	





5	Compliance against acceptance tests	<ul style="list-style-type: none"><li>➤ Provide compliance against acceptance test specifications</li><li>➤ Indicate deviations and limitations if any</li></ul>	
6	Compliance against Terms and Conditions of the Contract as per Part-A(III) of the tender	<ul style="list-style-type: none"><li>➤ Provide signed and stamped Letter of Acceptance for Tender Part-A as per <b>Annexure-B3</b> of Part-A(II) of the tender duly tick marked on applicable point of Sr. No. 4 along with list of deviations in Part-A(III), if any. (<b>Note: only one set of Annexure-B3 to be submitted against Sr. No. 4 &amp; 6</b>)</li><li>➤ Provide confirmation/compliance with Commercial Terms &amp; Conditions as per <b>Annexure-B2</b> Unpriced Bid Format of Part-A(II).</li></ul>	
7	Self-Declarations for MII and Country sharing land border with India	<ul style="list-style-type: none"><li>➤ <b>Annexure-A1</b> and</li><li>➤ <b>Annexure-A2 of Part-A(IA)</b></li></ul>	
8	PAN, GST, MSME, Start up registration details and any other details	<ul style="list-style-type: none"><li>➤ PAN</li><li>➤ GST registration</li><li>➤ MSME (Udyam Registration)</li><li>➤ Start-up registration</li><li>➤ Any other details</li></ul>	

#### 2.1.2 Cover-2 Contents: Part-B (Price Bid)

*Table 3: List of contents for Cover-2 (Part-B: Price Bid)*

Part-B bids in shall be prepared and submitted as per the following details <ul style="list-style-type: none"><li>• All pages shall be signed by authorized signatory, numbered and stamped</li></ul>				
S/N	Content to be included	Detail	Use Form/ Template	Submitted Yes / No
1	Price Bid (through GeM System)	Submit price bid (along with the break up) in prescribed format	Annexure-B6: Price Break-up Format	



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### 3 Annexures

#### 3.1 Annexure-B1: 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 (Udyam) registration details with category (General/SC/ST/Women), if any	
14.	Start-up registration details, if any	

\_\_\_\_\_  
Authorized signatory of Bidder

\_\_\_\_\_  
Bidder's stamp



### 3.2 Annexure-B2: Unpriced Bid Format

#### **Unpriced Bid Format**

This tender is for “Development and Supply of the VVPSS Rupture Disc Assembly” as follows:

#### **A. Unpriced Bid Format:**

**Table-1 Total Cost of Development and Supply of the VVPSS Rupture Disc Assembly**

Description	*Total Price in (Rs.) (Quoted Yes/No)
<b>Total Price for Development and Supply of the VVPSS Rupture Disc Assembly at DAP ITER Site basis as per INCOTERMS 2020</b>	<b>Yes/No</b>

Note: \* Total price plus which is including applicable taxes & duties and any other charges (if applicable) shall be taken into account for finalizing the technically qualified lowest bidder. Bidder shall submit individual phase wise break-up of Total price as given Table-2 in separate file which is to be uploaded in Financial (Price) bid.

**Table-2: Phase wise Individual Break-up**

SR. No.	Description	Total Price (Rs.) (Quoted: Yes/No)
<b><u>Phase 1 – Sub-assembly Prototyping</u></b>		
1.	Detailed Engineering Design of RDA Sub-assemblies , Drawings and Fabrication of Jigs-Fixture and Tooling, Manufacturing Design (2-D drawings and 3-D Model)	<b>Yes/No</b>
2.	Raw material for RDA Sub-assemblies	<b>Yes/No</b>
3.	Establishment of Test facilities for RDA Sub-assemblies, Fabrication, Performance Testing and qualification of RDA Sub-assemblies, Production of records and reports of the testing activities for Phase-1	<b>Yes/No</b>
4.	Total Price of Phase-1	This will be calculated and mentioned in the contract based on summation of price quoted in sr. no. 1 to 3 of phase -1 above
<b><u>Phase 2 – 100% RDA Prototype Design &amp; Manufacture</u></b>		



1.	Detailed Engineering Design and Demonstration of Structural integrity of full-scale RDA prototype by analysis, Mock up, Drawings and Fabrication of Jigs-Fixture and Tooling	<b>Yes/No</b>
2.	Raw material for full-scale RDA prototype	<b>Yes/No</b>
3.	Manufacturing Design (2-D drawings and 3-D Model) of full-scale RDA prototype, Fabrication of full-scale RDA prototype Production of manufacturing records of activities for Phase-2	<b>Yes/No</b>
4.	Total Price of Phase-2	This will be calculated and mentioned in the contract based on summation of price quoted in sr. no. 1 to 3 of phase -2 above
<b><u>Phase 3 – 100% Scale Prototype Qualification</u></b>		
1.	Development of qualification program and Establishment of Test facilities for full-scale RDA prototype, Performance Testing and qualification of full-scale RDA prototype Production of a qualification documentation package for Phase-3	<b>Yes/No</b>
2.	Total Price of Phase-3	This will be calculated and mentioned in the contract based on price quoted in sr. no. 1 of phase -3 above
<b><u>Phase 4 - Final RDA Design and Approval</u></b>		
1.	Development of Final design of RDA and necessary updates based on the Results of Phase-3, Support in Preparation for Final design review and defend the final design to Review panel	<b>Yes/No</b>
2.	Total Price of Phase-4	This will be calculated and mentioned in the contract based on price quoted in sr. no. 1 of phase -4 above
<b><u>Phase 5 – Final RDA Manufacture and Delivery</u></b>		
1.	Engineering Design, Drawings and Fabrication of Jigs-Fixture and Tooling	<b>Yes/No</b>
2.	Raw material for final RDA	<b>Yes/No</b>
3.	Manufacturing Design (2-D drawings and 3-D Model) of Final RDA, Production of all manufacturing procedures, processes, inspection and test plans for manufacturing of final RDA,	<b>Yes/No</b>



**Title: Development and Supply of the VVPSS Rupture  
Disc Assembly**

GeM Bid No.  
GEM/2023/B/3744658

	Manufacturing of a Final RDA, spares and transport frames, Production of Manufacturing dossier and delivery documents	
4.	Performance of Factory Acceptance Testing for Final RDA and Packing of RDA	<b>Yes/No</b>
5.	Shipment of Final RDA & Prototype to ITER site	<b>Yes/No</b>
6.	Total Price of Phase-5	This will be calculated and mentioned in the contract based on price quoted in summation of price quoted in sr. no. 1 to 5 of phase -2 above

**B. Bidder's confirmation regarding submitted Price Bid:**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Confirmation Yes/No</b>
1	Total Price of Table 1 and Table 2 (Total of five phases) should match. If any discrepancy exists in total of Table 1 and Table 2 than price of Table 1 shall prevail.	
2	Quoted price shall be in INR only. Percentage wise cost will not be considered	
3	L1 bidder will be derived based on Total Price which is inclusive of applicable taxes & duties and any other charges (Landed Cost) as per Table 1	
4	In case of deviation in payment terms including demand of advance other than specified in payment schedule <b>and accepted by ITER-India</b> , interest at the rate of Benchmark Prime Lending Rate (BPLR) of SBI prevailing on the date of PART-A opening will be loaded for price comparison purpose.	
5	Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.	
6	Unit rate/s should be valid throughout the validity of Contract for addition/deletion purposes. The quoted price should not be subject to price escalation for whatsoever reasons. <b>The quoted price shall be firm, fixed and non-revisable during the validity/ extended validity of Purchase Order/Contract.</b>	
7	The delivery shall be based on DELIVERED AT PLACE (DAP) to ITER Site as per INCOTERMS 2020	
8	The bid shall include all applicable cost including insurance for safe delivery of the ordered Items/Systems at the specified delivery address, as per DAP ITER Site Incoterms 2020.	
9	Each Party shall bear their own expenses for visiting to other Party's site concerning execution of the order/contract	
10	Splitting of Contract is not applicable.	



**C. Compliance with Commercial Terms, Taxes and Duties (This needs to be filled up as offered in Part-B Price Bid format):**

Particulars	Compliance
Price quoted for Phase 1 shall not exceed 20% of the total basic price quoted as per Table 1	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Price quoted for Phase 2 shall not exceed 20% of the total basic price quoted as per Table 1	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Price quoted for Phase 5 shall not be less than 30% of the total basic price quoted as per Table 1	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Delivery Basis: DELIVERED AT PLACE (DAP) at ITER Site as per Incoterms 2020	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
<b>Goods and Service Tax - To be included in the quoted Price</b>	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
<b>Applicable Rate of Goods and Service Tax (GST)</b>	<b>To be specified</b>
<b>HSN code of offered item(s)</b>	<b>To be specified</b>
Committed delivery period – Tender delivery period as per clause no. 6.2 of Part-A(III) will apply	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Bid Validity Period - <b>120 days</b> from date of bid publication	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Payment Terms- ITER-India Payment terms as per clause no. 9.4 of Part-A(III) will apply	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Warranty as per clause no. 14 of Part-A(III) will apply	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Submission of Bank Guarantees as per tender Part-A(III) will apply	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Declared local content in the offered item as per Annexure-A1 of Part-A(IA)	

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



### 3.3 Annexure-B3: Letter for Acceptance of Part-A of Tender

*(This form should be printed on bidder's letter head duly signed, stamped and sent by the bidder along with Part-A of 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](mailto:purchase@iterindia.in)

Subject : Acceptance of Part-A of the Tender

Ref. : GeM Bid No.: GEM/2023/B/3744658 for Development and supply of the VVPSS Rupture Disc Assembly

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the 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 and understood in totality the entire tender documents i.e. Technical & Management Specifications, scope of work, scope of supply, drawings and other details (Part-A (II)) and Terms & Conditions (Part-A (III)) of the tender, which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
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 & Management Specifications, scope of work, scope of supply, drawings and other details as per Part-A (II) and the Terms & Conditions as per Part-A (III) of the tender.

☐ We accept all the Technical & Management Specifications, scope of work, scope of supply, drawings and other details as per Part-A (II) and the Terms and Conditions as per Part-A (III) 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.



**Title: Development and Supply of the VVPSS Rupture  
Disc Assembly**

GeM Bid No.

GEM/2023/B/3744658

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.

Signature

Bidder's stamp

Name:

Position:

**Note: If any deviations are proposed, these must be clearly indicated in Part-A of the tender 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 Part-A of tender document with no deviation.**





### 3.4 Annexure-B4: Declaration

*(This form should be printed on bidder's letter head duly signed, stamped and sent by the bidder along with  
Part-A of 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](mailto:purchase@iterindia.in)

Ref. : GeM Bid No.: GEM/2023/B/3744658 for Development and supply of the VVPSS Rupture Disc  
Assembly

Dear Sir/Madam,

I / We hereby declare that I / We have gone through the tender documents and understood the scope of supply, scope of work and technical specifications as well as terms & conditions of the tender completely. I / We hereby also declare that we shall implement the French regulations under the French Order of 7<sup>th</sup> February 2012 INB order (refer Part-A(II) reference document [1]) during execution of the contract, in case of our selection as successful bidder for award of the contract.

Signature

Bidder's stamp

Name:

Position:

### 3.5 Annexure – B5 Technical Information Format

This Annexure describes the Technical Information Format to be followed by the bidder. Bidder will enclose technical information in this format in Part-A of bid. Bidder shall submit documents in support of the information provided in this Annexure.

Bidder shall give the name of the subcontractor/s, if any of the following requirements which will be met by his subcontractor/s.

#### A. Information about bidder:

Sr. No.	Requirements	Bidder's Response
1	Bidder's Profile (a) Over all profile and organization structure (b) Bidder's strength specifically in the areas of Nuclear and Heavy engineering	
2	Bidder's Sub-contractors: (a) List of subcontractors. (b) Bidder's or Sub-Contractor's experience in (Austenitic stainless steel) bellow manufacturing of atleast 500 mm diameter for Vacuum or Nuclear services (c) Bidder's or Sub-Contractor's experience in Rupture Disc manufacturing for Vacuum or Nuclear services or industrial applications	
3	Financial status of the bidder (a) Current Cost of on-hand Projects (b) Cost of projects completed in FY 2022-23	

#### B. Bidder's Experience

Sr. No.	Requirements	Bidder's Response
1	Design and Engineering experience (a) Bidder's experience in engineering and design of equipment. - Design of Manufacturing Jigs & Fixtures - Preparation of Manufacturing Design/drawings - FEA analysis if any performed for designing or validation of design (b) Availability of CAD facilities; In-house or with Subcontractor.	
2	Manufacturing Experience (a) Bidder's experience in manufacturing of Austenitic Stainless Steel Vacuum/Pressure Vessels/Piping's/Bellows/Rupture discs/equipment's accordingly, Bidder should provide relevant details including applicable codes	

3	Bidder's experience in manufacturing of components/system for vacuum applications. –Example(s) to be submitted. establishments, accordingly Bidder should provide relevant details including applicable codes	
4	Project Execution Experience: (a) Project execution methodology with the tools like Primavera/MS Project for project management.	
5	Logistics Experience: (a) Bidder should submit details of the projects executed in the past to establish sea worthy packing experience. (b) Bidder should submit details of the projects executed in the past to establish experience of handling nuclear equipment	

**C. Manufacturing Facilities with Bidder:**

Sr. No.	Requirements	Bidder's Response
1	Manufacturing facilities (a) Details of over-all manufacturing and testing facilities with bidder	
2	Welding facilities to execute RDA Assembly fabrication (a) Specifications with Quantity	
3	NDE facilities available with Bidder for Ultrasonic testing, Radiography, Liquid Penetrant Examination, Helium Leak Test	
4	Instruments for alignment and measurement with detailed specifications	

**D. Other Required Infrastructure:**

Sr. No.	Requirements	Bidder's Response
1	Enclosed clean area for storage of (a) Raw Material and components (b) Finished/Packed Components	
2	Cleaning requirements (a) Bidder's experience in cleaning of components and assemblies including pickling and passivation (b) Give the details of cleaning facilities or commitment to establish needed facilities within three months of LOI. (c) Bidder's assessment of cleaning requirements like area, tools and fixtures etc. for the RDA	

**E. Quality System and Assurance:**

Sr. No.	Requirements	Bidder's Response
1	Bidders Management system (a) Quality Management System (b) Environment Management System (c) Health and Safety Management System	
2	Quality Assurance (a) Bidder's proposed methodology to carry out dimensional inspection. (b) Qualification and experience of personal for Welding, NDE (at least NDE Level-II) and QC/QA. (c) Bidder's compliance with the quality and documentation requirements as described in the Tender Part-A(II)	

**F. Codes and Standards:**

Sr. No.	Requirements	Bidder's Response
1	Codes and Standards (C & S) Experience (a) Bidder's experience in using ASME, ASTM, ISO, EJMA for manufacturing, material and inspection and testing of equipment. Project details to be provided.	

**G. Bidder's assessment for manufacturing requirements:**

Sr. No.	Requirements	Bidder's Response
1	Bidder's assessment of RDA manufacturing and assembly requirements. Bidder have to submit following documents, (i) Manufacturing plan (ii) Manufacturing Challenges/Risk with Mitigation (iii) Additional mock ups if any (iv) Plan of Helium Leak Testing with procedure	
2	Compliance report (clause wise compliance matrix) to the technical specifications and scope of supply & work mentioned in Part-A(II)	

**NOTE:**

- ITER-India may visit bidder's and/or sub contractor's premises if needed to ensure available facilities.
- ITER-India may further seek more clarifications/document during Bid evaluation or at the time site visit.



### 3.6 Annexure-B6: Price Breakup Format

This tender is for “Development and Supply of the VVPSS Rupture Disc Assembly”. Bidder shall submit the Price Breakup as follows:

#### A. Priced Bid Format:

**Table-1 Total Cost of Development and Supply of the VVPSS Rupture Disc Assembly**

Description	*Total Price in (Rs.)
<b>Total Price for Development and Supply of the VVPSS Rupture Disc Assembly at DAP ITER Site basis as per INCOTERMS 2020</b>	

Note: \* Total price which is including applicable taxes & duties and any other charges (if applicable) shall be taken into account for finalizing the technically qualified lowest bidder. Bidder shall submit individual phase wise break-up of Total price as given Table-2 in separate file which is to be uploaded in Financial (Price) bid.

**Table-2: Phase wise Individual Break-up**

SR. No.	Description	Total Price (Rs.)
<b><u>Phase 1 – Sub-assembly Prototyping</u></b>		
1.	Detailed Engineering Design of RDA Sub-assemblies , Drawings and Fabrication of Jigs-Fixture and Tooling, Manufacturing Design (2-D drawings and 3-D Model)	
2.	Raw material for RDA Sub-assemblies	
3.	Establishment of Test facilities for RDA Sub-assemblies, Fabrication, Performance Testing and qualification of RDA Sub-assemblies, Production of records and reports of the testing activities for Phase-1	
4.	Total Price of Phase-1	This will be calculated and mentioned in the contract based on summation of price quoted in sr. no. 1 to 3 of phase -1 above
<b><u>Phase 2 – 100% RDA Prototype Design &amp; Manufacture</u></b>		
1.	Detailed Engineering Design and Demonstration of Structural integrity of full-scale RDA prototype by analysis, Mock up, Drawings and Fabrication of Jigs-Fixture and Tooling	
2.	Raw material for full-scale RDA prototype	



3.	Manufacturing Design (2-D drawings and 3-D Model) of full-scale RDA prototype, Fabrication of full-scale RDA prototype Production of manufacturing records of activities for Phase-2	
4.	Total Price of Phase-2	This will be calculated and mentioned in the contract based on summation of price quoted in sr. no. 1 to 3 of phase -2 above
<b><u>Phase 3 – 100% Scale Prototype Qualification</u></b>		
1.	Development of qualification program and Establishment of Test facilities for full-scale RDA prototype, Performance Testing and qualification of full-scale RDA prototype Production of a qualification documentation package for Phase-3	
2.	Total Price of Phase-3	This will be calculated and mentioned in the contract based on price quoted in sr. no. 1 of phase -3 above
<b><u>Phase 4 - Final RDA Design and Approval</u></b>		
1.	Development of Final design of RDA and necessary updates based on the Results of Phase-3, Support in Preparation for Final design review and defend the final design to Review panel	
2.	Total Price of Phase-4	This will be calculated and mentioned in the contract based on price quoted in sr. no. 1 of phase -4 above
<b><u>Phase 5 – Final RDA Manufacture and Delivery</u></b>		
1.	Engineering Design, Drawings and Fabrication of Jigs-Fixture and Tooling	
2.	Raw material for final RDA	
3.	Manufacturing Design (2-D drawings and 3-D Model) of Final RDA, Production of all manufacturing procedures, processes, inspection and test plans for manufacturing of final RDA, Manufacturing of a Final RDA, spares and transport frames, Production of Manufacturing dossier and delivery documents	
4.	Performance of Factory Acceptance Testing for Final RDA and Packing of RDA	



5.	Shipment of Final RDA & Prototype to ITER site	
6.	Total Price of Phase-5	This will be calculated and mentioned in the contract based on price quoted in summation of price quoted in sr. no. 1 to 5 of phase -2 above

**B. Bidder's confirmation regarding submitted Price Bid:**

Sr. No.	Particulars	Confirmation Yes/No
1	Total Price of Table 1 and Table 2 (Total of five phases) should match. If any discrepancy exists in total of Table 1 and Table 2 than price of Table 1 shall prevail.	
2	Quoted price shall be in INR only. Percentage wise cost will not be considered	
3	L1 bidder will be derived based on Total Price which is inclusive of applicable taxes & duties and any other charges (Landed Cost) as per Table 1	
4	In case of deviation in payment terms including demand of advance other than specified in payment schedule <b>and accepted by ITER-India</b> , interest at the rate of Benchmark Prime Lending Rate (BPLR) of SBI prevailing on the date of PART-A opening will be loaded for price comparison purpose.	
5	Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.	
6	Unit rate/s should be valid throughout the validity of Contract for addition/deletion purposes. The quoted price should not be subject to price escalation for whatsoever reasons. <b>The quoted price shall be firm, fixed and non-revisable during the validity/ extended validity of Purchase Order/Contract.</b>	
7	The delivery shall be based on DELIVERED AT PLACE (DAP) to ITER Site as per INCOTERMS 2020	
8	The bid shall include all applicable cost including insurance for safe delivery of the ordered Items/Systems at the specified delivery address, as per DAP ITER Site Incoterms 2020.	
9	Each Party shall bear their own expenses for visiting to other Party's site concerning execution of the order/contract	
10	Splitting of Contract is not applicable.	



**Title: Development and Supply of the VVPSS Rupture  
Disc Assembly**

GeM Bid No.  
GEM/2023/B/3744658

**C. Compliance with Commercial Terms, Taxes and Duties (This needs to be filled up as offered in Part-B Price Bid format):**

Particulars	Compliance
Price quoted for Phase 1 shall not exceed 20% of the total basic price quoted as per Table 1	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Price quoted for Phase 2 shall not exceed 20% of the total basic price quoted as per Table 1	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Price quoted for Phase 5 shall not be less than 30% of the total basic price quoted as per Table 1	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Delivery Basis: DELIVERED AT PLACE (DAP) at ITER Site as per Incoterms 2020	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
<b>Goods and Service Tax - To be included in the quoted Price</b>	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
<b>Applicable Rate of Goods and Service Tax (GST)</b>	<b>To be specified</b>
<b>HSN code of offered item(s)</b>	<b>To be specified</b>
Committed delivery period – Tender delivery period as per clause no. 6.2 of Part-A(III) will apply	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Bid Validity Period - <b>120 days</b> from date of bid publication	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Payment Terms- ITER-India Payment terms as per clause no. 9.4 of Part-A(III) will apply	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Warranty as per clause no. 14 of Part-A(III) will apply	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Submission of Bank Guarantees as per tender Part-A(III) will apply	<b>Yes / No</b> <b>(In case of No, details of deviation to be specified)</b>
Declared local content in the offered item as per Annexure-A1 of Part-A(IA)	

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





Title: Development and Supply of the VVPSS Rupture Disc Assembly

GeM Bid No.  
GEM/2023/B/3744658

Title	GeM Bid No. GEM/2023/B/3744658 for Development and Supply of the VVPSS Rupture Disc Assembly
Sub Title	PART-A (III): Terms and Conditions of the Contract

ITER-India, Institute for Plasma Research  
Block-A, Sangath Skyz IPL, Bhat-Koteshwar Road, Koteshwar  
Ahmedabad 380005, Gujarat, INDIA





Title: Development and Supply of the VVPSS Rupture Disc Assembly

GeM Bid No.  
GEM/2023/B/3744658

Type of document	Tender Document – PART-A(III)
INDUS number	
References	
Current Document phase	Approved
Current Document Version	V2_Corrigendum-1
Version date	09-08-2023
Access Control	-

Title	Development and Supply of the VVPSS Rupture Disc Assembly
Sub Title	Part-A (III): Terms and Conditions of Contract

Written by	Reviewed by	Approved by
ITER-India	ITER-India	ITER-India
Signature/s in sequence	Signature/s in sequence	Signature/s in sequence

ITER-India, Institute for Plasma Research  
Block-A, Sangath Skyz IPL, Bhat-Koteshwar Road, Koteshwar  
Ahmedabad 380005, Gujarat, INDIA

<http://www.iterindia.in>



## Contents

<b>1 Preamble</b>	<b>7</b>
<b>2 Definitions and Interpretations</b>	<b>7</b>
2.1 Definitions	7
2.2 Interpretations	9
<b>3 General provisions of the contract</b>	<b>9</b>
3.1 Language	9
3.2 Governing Law	9
3.3 Jurisdiction	10
3.4 Exercising the Rights and Powers of the Purchaser	10
3.5 Publicity	10
3.6 Confidentiality and Secrecy	10
<b>4 The Purchaser</b>	<b>11</b>
4.1 Permits, Licenses or Approvals	11
4.2 Purchaser's representatives	11
<b>5 The Contractor</b>	<b>11</b>
5.1 Permits, Licenses or Approvals	11
5.2 Compliance with law	11
5.3 Contractor's representative	12
5.4 General obligations	12
5.5 Sub-contracting, subletting or assignment of contract	12
5.6 Codes and Standards	13
5.7 Mistakes in drawings, specifications etc.	13
<b>6 Subject matter of contract</b>	<b>13</b>
6.1 Scope of Work and Specifications	13
6.2 Time for completion	13
<b>7 Provisions during Contract execution</b>	<b>14</b>
7.1 Kick Off Meeting	14
7.2 Progress meeting	15
7.3 Progress report for project monitoring	15
<b>8 Guarantees</b>	<b>15</b>
8.1 Security Deposit (SD)	15
8.2 Advance Payment Bank Guarantee (APBG)	16
8.3 Performance Bank Guarantee (PBG)	16



<b>9</b>	<b>Contract Price, Payment and Recoveries</b>	<b>16</b>
9.1	Terms of Prices	16
9.2	Basis of Delivery	16
9.3	Taxes and Duties	17
9.4	Mode of Payment and Payment Schedule	18
9.5	Recovery of advance payments in case of breach of contract	20
9.6	Recovery of Sums Due	20
<b>10</b>	<b>Quality Assurance, Inspection, Factory acceptance</b>	<b>21</b>
10.1	Quality Assurance Program	21
10.2	Inspection, Testing and Factory Acceptance	21
<b>11</b>	<b>Packing, Dispatch and delivery</b>	<b>22</b>
11.1	Contractor Release Note (CRN)	22
11.2	Packing	23
11.3	Marking & Labelling	24
11.4	Delivery Readiness Review	24
11.5	Delivery Documents	25
11.6	Delivery Inspection	25
11.7	Risk of Loss/damages	25
<b>12</b>	<b>Delay, Extension &amp; Postponement</b>	<b>25</b>
12.1	Extension of Time (due to Contractor)	25
12.2	Delay in delivery dates/completion time	26
12.3	Liquidated Damages (LD)	26
12.4	Force Majeure	27
<b>13</b>	<b>Final Acceptance</b>	<b>27</b>
<b>14</b>	<b>Warranty</b>	<b>27</b>
<b>15</b>	<b>Rejection of defective goods &amp; Contractor's Liability</b>	<b>28</b>
15.1	Rejection against Damages during Transit:	28
15.2	Contractor's Failure to Repair/Replacement of defective Goods	28
15.3	Limitation of liability	29
15.4	Indemnity	29
15.5	Insurance (as per DAP ITER Site INCOTERMS 2020)	30
15.6	Storage of items at Contractor's place	32
<b>16</b>	<b>Change Management</b>	<b>32</b>
<b>17</b>	<b>Settlement of disputes and Arbitration</b>	<b>32</b>



<b>17.1</b>	<b>Settlement of Disputes</b>	<b>32</b>
<b>17.2</b>	<b>Arbitration</b>	<b>32</b>
<b>17.3</b>	<b>Governing Law and Jurisdiction</b>	<b>33</b>
<b>18</b>	<b>Free Issue Materials</b>	<b>33</b>
<b>19</b>	<b>Suspension of work</b>	<b>33</b>
<b>20</b>	<b>Foreclosure of Contract</b>	<b>33</b>
<b>21</b>	<b>Cancellation/Termination of Contract</b>	<b>34</b>
<b>21.1</b>	<b>Termination of Contract for default</b>	<b>34</b>
<b>21.2</b>	<b>Termination of Contract for insolvency</b>	<b>35</b>
<b>21.3</b>	<b>Termination of Contract for convenience</b>	<b>35</b>
<b>22</b>	<b>Intellectual Property Rights (IPR)</b>	<b>36</b>
<b>23</b>	<b>Precedence</b>	<b>36</b>
<b>24</b>	<b>The Contract</b>	<b>36</b>
<b>24.1</b>	<b>Signing of Contract</b>	<b>36</b>
<b>24.2</b>	<b>Amendments</b>	<b>36</b>
<b>24.3</b>	<b>Coming into Force (Effective date of Contract)</b>	<b>36</b>
<b>25</b>	<b>Annexures</b>	<b>36</b>
	<b>Annexure-1: Bank Guarantee (Security Deposit)</b>	<b>37</b>
	<b>Annexure-2: Bank Guarantee (Advance Payment)</b>	<b>39</b>
	<b>Annexure-3: Performance Bank Guarantee (PBG)</b>	<b>41</b>
	<b>Annexure-4 - INTELLECTUAL PROPERTY RIGHTS PROVISIONS</b>	<b>43</b>
	<b>Annexure-5: Non-Disclosure Agreement</b>	<b>47</b>
	<b>Annexure -6 : Undertaking for Storage</b>	<b>48</b>
	<b>Annexure – 7 – UNDERTAKING FROM THE CONTRACTOR FOR TERMINATION OF CONTRACT FOR DEFAULT</b>	<b>49</b>
	<b>Annexure -8 Hindrance Register</b>	<b>51</b>



## Abbreviations

ABG	Advance Bank Guarantee
BG	Bank Guarantee
GST	Goods and Service Tax
HP	Hold Point
IO	ITER Organization
IPR	Intellectual Property Rights
KoM	Kick Off Meeting
LD	Liquidated Damages
Lol	Letter of Intent
NP	Notification Point
PBG	Performance Bank Guarantee
SBI	State Bank of India
SD	Security Deposit
TDS	Tax Deducted at Source
TRO	Technical Responsible Officer


## 1 Preamble

This Part-A (III) contains the Terms and Conditions applicable to this Contract. The Terms and Conditions of the Contract, Technical Specifications (Part-A (II)) including the Annexes hereto, are integral part of this Contract and are complementary to and shall be read in conjunction with each other. These are the documents which have been read and understood by the Contractor. In case of conflicting requirements specified in various sections of the specifications, either the stringent one or the requirement as per the Purchaser's interpretation shall govern. 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 authorized representative of the Purchaser.

## 2 Definitions and Interpretations

### 2.1 Definitions

- (a). **"BID" or "TENDER" or "QUOTATION"** shall mean the tender offer and quotation in response to the tender notification.
- (b). **"BIDDER" or "TENDERER" or "VENDOR"** shall mean the entity who seeks to supply the specified goods by submitting Tender/Bid/Quotation
- (c). **"COMPLETION"** shall mean that all activities specified under the scope of supply and scope of work have been successfully completed to the complete satisfaction of the Purchaser in all aspects and approved & accepted by the Purchaser.
- (d). **"CONTRACTOR" or "SUPPLIER"** shall mean the firm or company with whom or with which the Contract for "Development and supply of VVPSS Rupture disc assembly" 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 Contract. The Contractor is the Nuclear Pressure Equipment manufacturer as per the French Order 30<sup>th</sup> December 2015.
- (e). **"DAY" or "DAYS"** shall mean a Gregorian calendar day or days of twenty-four (24) hours each.
- (f). **"DELIVERABLES"** shall mean all the Items, Products, Components and Documentation that are part of the scope of work and scope of supply as defined in this Tender.
- (g). **"CONTRACTOR RELEASE NOTE"** shall mean the document issued by purchaser authorizing the Contractor to process for dispatch the items after factory acceptance.
- (h). **"DISPATCH CLEARANCE NOTE"** shall mean the document issued by purchaser authorizing the Contractor to dispatch the items on satisfactory completion of Pre-dispatch inspection and signing of the contractor release note.
- (i). **"EFFECTIVE DATE OF CONTRACT" or "COMMENCEMENT DATE OF CONTRACT"** shall mean the date of signing of Contract, on which the Contract shall come into force.
- (j). **"INSPECTOR"** shall mean any representative(s) of the Purchaser to inspect or carry out quality surveillance on supplies, items or work under the Contract.
- (k). **"INSPECTIONS/BASIC TESTS"** shall mean inspections and acceptance of items at Contractor's factory

	Title: Development and Supply of the VVPSS Rupture Disc Assembly	GeM Bid No.
		GEM/2023/B/3744658

as described in Part-A (II).

- (l). **"ITER-INDIA"** is a project of Institute for Plasma Research, Bhat, Gandhinagar and it is Indian Domestic Agency for the execution of ITER Project.
- (m). **"ITEM(S)" or" GOODS" or" MATERIALS" or" PRODUCTS" or" SYSTEMS" or" EQUIPMENT" or" SUPPLIES" or" COMPONENTS"** shall mean and include entire scope of supply which Contractor has agreed to supply all the deliverables as specified in the Part-A (II) of this tender.
- (n). **"MANUFACTURER"** shall mean the natural or legal entity that manufactures the Rupture disc assembly under the scope of this technical specification
- (o). **"MILESTONE"** shall mean a scheduled or planned event or activity that indicates the completion of a major deliverable event or activity of the Contract that is measurable and observable.
- (p). **"MONTH"** shall mean a month according to Gregorian calendar.
- (q). **"ON-SITE"** shall mean ITER Organization, France.
- (r). **"PARTY"** shall mean either the PURCHASER or the CONTRACTOR
- (s). **"PARTIES"** to the Contract are the Contractor and the Purchaser named in the PO.
- (t). **"PERFORMANCE TEST"** shall mean all operational checks and tests required to determine the performance parameters including operating characteristics of the items/ system as specified in the Contract.
- (u). **"PRICE"** shall mean the prices quoted by the bidder in his bid proposal for the entire scope of supply and scope of work covered under the specifications as defined in Part-A (II) of this tender.
- (v). **"PROJECT DIRECTOR"** shall mean Project Director of ITER-India, who is appointed by a competent authority.
- (w). **"PURCHASER"** shall mean ITER-India, acting through the Project Director or his authorized representative"
- (x). **"PURCHASE OFFICER" or "COMMERCIAL COORDINATOR"** shall mean the person authorized to act as Purchase Officer and he/she is purchaser's representative for all commercial matters of the contract.
- (y). **"CONTRACT"** 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, on the terms and conditions mentioned or referred to in the said communication or document, including all attachments and appendices thereto, while accepting the Bid or Offer of the Contractor for supply of items and any subsequent amendments there to made on the basis of mutual agreement.
- (z). **"SUB-CONTRACTOR"** shall mean any person or firm or company on whom execution of any part of the supplies, including supply of any components, carrying out inspection/conformity assessment is subcontracted by the contractor and includes its legal successor or permitted assignees, and unless otherwise stated, all the sub-contractors and Contractors to such person and the term sub-contract shall be construed accordingly.



- (aa). **“TOTAL CONTRACT VALUE” or “TOTAL CONTRACT PRICE”** shall mean the total price as mentioned in the Contract excluding taxes, duties and levies (as applicable)
- (bb). **“UNIT RATE”** shall mean the rate quoted by the bidder on per unit basis, which will be used for addition or deletion purposes.
- (cc). **“WARRANTY PERIOD”** shall mean the period during which the Contractor shall remain liable without any extra cost to the Purchaser for repair, replace or rectify any defective item (s) or performance of the ITEMS supplied under the Contract.

## 2.2 Interpretations

- (a). In the Contract, except where the context requires otherwise:
- i. Words indicating one gender include all genders;
  - ii. Words indicating the singular also include the plural and words indicating the plural also include the singular;
  - iii. Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
  - iv. The word “tender” is synonymous with “bid”, “tenderer” with “bidder” and “tender documents” with “bidding documents”;
  - v. “Written” or “in writing” means hand-written, type-written, printed or electronically made, electronic mail resulting in a permanent record.
- (b). The marginal words and headings shall not be taken into consideration in the interpretation of these Terms and Conditions of Contract.
- (c). **PERSONS:** Words incorporating persons or parties shall include firms, companies, corporations, government entities and other bodies whether incorporated or not but having legal entity.
- (d). **ENTIRE AGREEMENT:** The Contract constitutes the entire agreement between the Purchaser and Contractor 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.

## 3 General provisions of the contract

### 3.1 Language

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

### 3.2 Governing Law

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

### 3.3 Jurisdiction

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

### 3.4 Exercising the Rights and Powers of the Purchaser

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.

### 3.5 Publicity

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

### 3.6 Confidentiality and Secrecy

- 3.6.1 All information, including but not limited to, specifications, drawings and designs that are imparted to the Contractor, shall at all times, remain the absolute property of the purchaser. The Contractor 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.
- 3.6.2 All information, drawings, documents, specifications, datasheets and other related documents forming part of the tender or CONTRACT are property of the Purchaser and shall not be used for any other purpose, except for execution of the CONTRACT. 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. 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
- 3.6.3 The Contractor shall use his best endeavours to ensure that such information is not divulged to third parties except where needed for the performance of the Contract by the Contractor with the prior consent of the Purchaser. In such cases, the Contractor shall ensure and obtain similar obligation of confidentiality, from all such involved third parties
- 3.6.4 A confidential/ non-disclosure agreement shall be signed between the Contractor and the Purchaser as per the attached **Annexure-5**.
- 3.6.5 The Contractor shall at his own cost procure from his own employees, agents, Contractors or sub-contractors (and agents, Contractors and sub-contractors of such agents, Contractors and sub-contractors) all such acts, deeds and things to cause such employees, agents, Contractors and sub- contractors to whom the confidential information is given, to be bound by similar confidentiality obligations as the Contractor is bound under this Agreement.

- 3.6.6 In the event of any breach of this provision, the Contractor 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

## 4 The Purchaser

### 4.1 Permits, Licenses or Approvals

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

### 4.2 Purchaser's representatives

- 4.2.1 The Project Manager, as mentioned in the Contract, shall act as a Contract Manager for the Purchaser and execute all such duties assigned to him by the project director for smooth execution of the contract
- 4.2.2 The Technical Representative Officer, as mentioned in the Contract, will be purchaser's representative to carry out all technical functions concerning the Contract including inter-alia review of technical documents, post CONTRACT technical follow up and such other technical functions with the approval of project manager.
- 4.2.3 The Purchase Officer as mentioned in the Contract is the Purchaser's representative for all commercial matters of the Contract and act as a Commercial Coordinator.

## 5 The Contractor

### 5.1 Permits, Licenses or Approvals

The Contractor 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, including, without limitation, visas for the Contractor's and sub-contractor's personnel and any entry permit. The Contractor shall also acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser as per clause 4.1 (Permits, licenses or approvals) hereof and that are necessary for the performance of the Contract.

### 5.2 Compliance with law

The Contractor shall comply with all laws in force in India and in the country where the item 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.

### 5.3 Contractor's representative

- 5.3.1 The Contractor shall appoint the Contractor's key representatives, who are responsible for execution of managerial, technical and commercial aspects of the Contract. The details of the Contractor representatives including their roles and responsibilities shall be intimated to the Purchaser before signing of the Contract.
- 5.3.2 The Contractor's representatives shall represent and act for the Contractor at all times during the tenure of the Contract. All notices, instructions, information and all other communications to be given by the Purchaser to the Contractor under the Contract shall be given to the Contractor's representative(s), except as herein otherwise provided.
- 5.3.3 The Contractor shall promptly inform the Purchaser if there is any change in the Contractor's representative personnel or their designated roles towards this Contract. In the absence of timely information regarding change of personnel or their designated roles from the Contractor, the resulting damages/liabilities if any, shall not be attributable to the purchaser.

### 5.4 General obligations

- 5.4.1 The Contractor shall carry out design & analysis, prototyping, qualification and procure / manufacture (including associated purchases and/or sub-contracting), supply and deliver the Items with due care and diligence in accordance with the Contract and with the Purchaser's instructions, and shall remedy any defects in the supplies occurring in warranty period.
- 5.4.2 The Items supplied by the Contractor shall be of brand new with the best quality and workmanship and shall comply in all respects with particulars of the scope and Specifications as per the Contract.
- 5.4.3 The Contractor shall be deemed to have carefully examined all Contract documents and obtained clarifications from the Purchaser where needed, the quantities and nature of work and material necessary for the completion of the Contract, all necessary information for risks, contingencies and other. The price quoted in the price-bid format which rate and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the supplies and scope of work. The Contractor 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/specifications/scope of work and/or matter related to site will, in any circumstances, be considered payable by the Purchaser.

### 5.5 Sub-contracting, subletting or assignment of contract

- 5.5.1 The Contractor shall not sub-contract, sublet, transfer or assign the Contract or any part thereof, without the prior written consent of the Purchaser (All major sub-contractors are required to be appraised by the Purchaser, before placement of orders by the Contractor). However, such consent shall not be unreasonably withheld by the Purchaser, if such items/equipment are not normally manufactured by the Contractor. Such assignment or subletting shall not relieve the contractor from any contractual obligation or responsibility under the Contract.

- 5.5.2 The Purchaser reserves the right to take necessary action as deemed fit including cancellation of the Contract or any part thereof in case of any breach of condition as mentioned in 5.5.1 above and Purchaser reserves the right to purchase from other sources at the risk and cost of the Contractor in terms of clause 21 hereof and/or recover from the Contractor losses/damages arising from such cancellations.
- 5.5.3 In case the Contractor sublets, transfers or assigns any part of the Contract with the prior written consent of the Purchaser, all payments to the Sub-Contractor(s) shall be the responsibility and liability of the Contractor only and any requests from such Sub-Contractor shall not be entertained by the Purchaser.
- 5.5.4 The Contractor shall be responsible, accountable and liable for coordination of all activities with his sub-contractors. All payment to the sub-contractors shall be made by the Contractor only.

## 5.6 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall apply. During the Contract execution, any changes in such codes and standards as intimated by the Purchaser shall be applied and shall be treated in accordance with clause 16 (Changes), if applicable.

## 5.7 Mistakes in drawings, specifications etc.

The Contractor shall be responsible, accountable and liable to make all necessary alterations to the deliverables which are caused due to any discrepancies, errors or omission in the specifications, drawings or particulars submitted by the Contractor irrespective of whether these have been approved by the Purchaser or not. If the Contractor fails to make such alterations, the Purchaser may do so at the risk and cost of the Contractor.

# 6 Subject matter of contract

## 6.1 Scope of Work and Specifications

- 6.1.1 Part-A (II) of this tender specifies the scope of work, scope of supply and technical specifications of deliverables to be covered under this Contract.
- 6.1.2 Any tooling or accessories which may not be specifically mentioned in the Specifications but which are necessary for proper and efficient functioning of the systems as per the specifications of the tender shall be supplied by the Contractor without extra charge to the Purchaser, the systems supplied shall be complete in all respects.

## 6.2 Time for completion

**Timely completion is the essence of the Contract and the total scope of the contract needs to be completed as described in Table-1.** Unless otherwise agreed, the Contract shall come into force from the date of signing of the contract and accordingly Contractual period shall be reckoned from that date for the purpose of fixing Contractual completion date and incorporating the same in the Contract.

Table-1: List of Major Deliverables with their Contractual Milestone dates

Sr. No.	Deliverable	Contractual Delivery Date (CDD)	Evidence of the deliverables
1	Successful completion of Phase 1 – Sub-assembly Prototyping	T1= T0+09 months	Approval of test reports and Approval of Gate Review
2	Successful completion of Phase 2 – 100% RDA Prototype Design & Manufacture	T2= T1+09 months	Approval of Manufacturing Dossier and Approval of Gate Review
3	Successful completion of Phase 3 – 100% Scale Prototype Qualification	T3= T2+09 months	Approval of Prototype Qualification Test reports
4	Successful completion of Phase 4 - Final RDA Design and Approval	T4= T3+06 months	Approval of Final design review
5	Successful completion of Phase 5 – Final RDA Manufacture and Delivery	T5= T4+12 months	Completion of site receipt inspection

**Notes:**

1. T0 mentioned in Table-1 is the date of signing of Contract
2. Duration of deliverables as per Part-A(II) Clause 22 shall be provided by the Contractor respecting overall phase wise schedule
3. In case of delays, next working day after successful completion of respective phase will be considered as effective start date of subsequent phase
4. Purchaser will provide approval to the documents within 10 working days and in case of revisions Purchaser will provide approval within 5 working days

## 7 Provisions during Contract execution

The Purchaser shall designate the Technical Responsible Officer (TRO) on award of the Contract. TRO will be the single point of contact for all the technical matters. The Purchaser shall designate the responsible officers who provide support to the TRO in achieving successful fulfilment of the requirements in key areas of this Contract, such as procurement, quality assurance, safety, planning and scheduling. Any official communication relating to this Contract or to its implementation shall bear the Contract references

### 7.1 Kick Off Meeting

The Kick-Off Meeting will be held via telephone/video conference between IO, ITER-India and the Contractor.

The Contractor shall present the Quality Plan for delivery of the Contract and the detailed Schedule. IO/ITER-India will review the Quality Plan and the detailed Schedule and provide feedback in the meeting and written feedback (if any) within 5 working days after the Kick Off meeting.

The Contractor shall write the minutes of the Kick-Off Meeting including final agreed input data and submit them to the IO/ITER-India for acceptance. The Quality Plan and detailed Schedule will be modified to address the comments and resubmitted for approval within 5 working days of receiving written comment(s).

## 7.2 Progress meeting

Frequent meetings shall be held during the Contract execution through teleconference/videoconference/in-person and the frequency of such meetings shall be agreed mutually. Minutes of all such progress meetings shall be prepared by the Contractor and submitted to the Purchaser within 7 (seven) calendar days after the meeting. The Purchaser shall forward to the Contractor any comments within 7 (seven) calendar days of the receipt of the minutes. If no comment is made within this time frame, the minutes shall be deemed to be accepted

## 7.3 Progress report for project monitoring

The Contractor shall monitor progress of all the activities specified in the Contract and shall provide to the Purchaser a monthly progress report on all works under this Contract by the 2<sup>nd</sup> calendar day of each month. The report shall be prepared using the standard template to be obtained from the Purchaser.

# 8 Guarantees

The Security Deposit, Advance Payment Bank Guarantee and Performance Bank Guarantee shall be submitted by the Contractor as per the details below. All bank charges, if applicable, shall be borne by Contractor only.

## 8.1 Security Deposit (SD)

- 8.1.1 Within four weeks from the date of issuance of Contract, the Contractor shall submit an irrevocable Bank Guarantee (BG) equal to 10% (ten percent) of total CONTRACT value on a non-judicial stamp paper, as "Security Deposit" towards satisfactory execution and performance of the Contract.
- 8.1.2 The format of the Security Deposit is given in **Annexure-1**.
- 8.1.3 The Bank Guarantee shall remain valid till the expiry of (60) sixty days from the date of final acceptance of the items under this CONTRACT. If need arises, the Contractor shall extend the validity of the Bank Guarantee for suitable period at his expenses.
- 8.1.4 If the Contractor fails to provide the Security Deposit (SD), within the period as specified in clause no. 8.1.1 such failure shall constitute a breach of CONTRACT and the Purchaser shall be entitled to cancel the CONTRACT and make alternate arrangements for the purchase of ordered items from other sources at the risk and expenses of the Contractor and recover from the Contractor the damages arising from such cancellation.
- 8.1.5 In the event, the Contractor fails to fulfil any of the obligations under the Contract; the Purchaser shall have the right to encash the Security Deposit.



- 8.1.6 Where the Contractor fails to maintain the specified delivery date/completion time, the Contractor shall extend the validity of Bank Guarantee(s) suitably to cover the extended/expected delivery date or completion time, failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the CONTRACT.
- 8.1.7 Upon satisfactory execution of the CONTRACT, the original Bank Guarantee (s) shall be returned to the Contractor on receipt of a request from the Contractor.
- 8.1.8 No interest shall be payable on security deposit amount till it is retained by Purchaser in terms of CONTRACT.

## 8.2 Advance Payment Bank Guarantee (APBG)

- 8.2.1 The Contractor shall furnish to the Purchaser an interest free Advance Payment Bank Guarantee (APBG) for equivalent amount of advance payment (refer sr. no. 1 of payment schedule ) by way of providing a Bank Guarantee on a non-judicial stamp paper for the satisfactory performance of the Items supplied against the CONTRACT. The Advance Payment Bank Guarantee (APBG) will remain valid till the date of the delivery of Final RDA & prototype (successful completion of Phase-5) and claim period shall be two months beyond the validity.
- 8.2.2 In the event that the Bank Guarantees need extension, the Contractor shall extend the validity of APBGs for suitable period at his expenses. On the completion of all the deliveries as per CONTRACT, the original APBGs shall be returned to the Contractor without any interest on receipt of a request from the Contractor. The Advance Payment Bank Guarantee format is given in **Annexure-2**

## 8.3 Performance Bank Guarantee (PBG)

- 8.3.1 The Contractor shall furnish to the Purchaser an interest free Performance Bank Guarantee (PBG) for 10 % (Ten percent) of the total CONTRACT value by way of providing a Bank Guarantee on a non-judicial stamp paper for the satisfactory performance of the Items supplied against the CONTRACT. The Performance Bank Guarantee (PBG) will be effective from the date of final acceptance and shall remain in force two months beyond the warranty period mentioned in the CONTRACT.
- 8.3.2 In the event that the Bank Guarantee needs extension, the Contractor shall extend the validity of PBG for suitable period at his expenses. On the performance and completion of all the obligations as per CONTRACT including warranty, the original PBG shall be returned to the Contractor without any interest on receipt of a request from the Contractor. The Performance Bank Guarantee format is given in **Annexure-3**.


# 9 Contract Price, Payment and Recoveries

## 9.1 Terms of Prices

The unit prices for this Contract shall be firm & fixed during the validity and extended validity of this CONTRACT. The quoted price should not be subject to price escalation for whatsoever reasons.

## 9.2 Basis of Delivery



	Title: Development and Supply of the VVPSS Rupture Disc Assembly	GeM Bid No.
		GEM/2023/B/3744658

#### 9.2.1 Delivery Basis:

The price quoted should be on **DELIVERED AT PLACE (DAP) to ITER site**, as per Incoterms 2020. All expenses including the freight and insurance in this regard are to the account of Contractor. However, the export of Items under the Contract shall be in name of Purchaser. **Export of the ordered items shall be carried out as per the provisions of Notification No. 40/2017-Central Tax (Rate) or Notification No. 40/2017-State Tax (Rate) both dated 23<sup>rd</sup> October, 2017 (Added through Corrigendum-1)**

Ultimate Consignee /Delivery address

ITER Organization,  
Route de Vinon-sur-Verdon CS 90 046  
13067 St Paul Lez Durance  
Cedex, France

#### 9.2.2 Bill To

ITER-India, Institute for Plasma Research  
Block A, Sangath Skyz,  
Bhat-Motera Road, Koteswar,  
Ahmedabad 380005  
K.A: Sr. Officer (Purchase & Stores)

ITER-India, IPR will be the exporter of ordered Items to ITER Organization.

### 9.3 Taxes and Duties

9.3.1 The price quoted should be inclusive of all applicable Indian taxes, levies, duties which are to be mentioned separately in the Price Bid (Part-B) at the prevailing rates. **GST rate to be considered as per the provisions of Notification No. 40/2017-Central Tax (Rate) or Notification No. 40/2017-State Tax (Rate) both dated 23<sup>rd</sup> October, 2017 (Added through Corrigendum-1)**

9.3.2 GST registration: Bidder shall submit a copy of GST Registration certificate along with the bid. GST as applicable during the original delivery schedule/Time for Completion will be paid against the submission of GST compliant invoice.

9.3.3 Supplier/Contractor 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 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.

- a) 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 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.

- b) 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 to the Supplier will be recovered from Supplier along with interest and / or the same can be deducted from the amount payable to the Supplier.

**9.3.4 Tax Deducted at Source (TDS) or any other leviable taxes and or duties (if applicable):**

9.3.4.1 TDS, if applicable, at a prevailing rate as per Income Tax Act and prevailing rate as per GST act on the Total Contract Value will be deducted from the invoice. Bidder shall submit the PAN along with the bid. Certificate of TDS will be issued by the Purchaser.

**9.3.4.2 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 (CDEC) for materials and bought out items under the referred notification, which are part and deliverables to order ITEMS. 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. **List of materials and bought out items to be imported to India for this tender 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 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, 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 (including IGST), except customs duty, towards procurement of the imported materials should be borne by the Contractor.

9.3.4.3 In case, there is any other applicable taxes and duties, same should be informed by the bidder in the bid.

**9.4 Mode of Payment and Payment Schedule**

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

**9.4.1 Mode of Payment**

9.4.1.1 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 invoice & other documents complete in all respects. Necessary mandate form for RTGS/NEFT will be provided at the time of Contract. All applicable bank charges shall be borne by the Contractor.

9.4.1.2 Wherever, advance payment is involved, it will be made subject to submission of Bank

Guarantee (BG) for an equivalent amount. BG for advance payment should be furnished by Contractor as per format given in **Annexure-2**.

9.4.1.3 Release of payment shall be subject to:

- Signing of Contract by both the Parties
- Submission of Security Deposit as specified (refer section: 8.1)
- Submission of Advance Bank Guarantee (ABG) as per the format in **Annexure-2**

9.4.2 Payment Schedule

The payment schedule for Contractor will be made as per the following terms (Table ),on production of the requisite documents:

Table 2: Payment schedule

Sr. No.	Milestone for payment	%	Documents required from the Contractor for release of payment
01	Advance payment against signing of Contract and submission of equivalent amount of Advance Bank Guarantee (ABG) with validity of two months beyond delivery date (s)	10% of contract value (without taxes)	A. Advance Bank Guarantee for an equivalent amount B. Security Deposit Bank Guarantee C. Duly certified Pro-forma Invoice in triplicate
02	Payment against Successful completion of Phase 1 – Sub-assembly Prototyping	80% of phase-1 (without taxes)	A. A copy of Purchaser Approval Note for the Contractor to proceed to Phase 2 B. Duly certified Pro-forma Invoice in triplicate
03	Successful completion of Phase 2 – 100% RDA Prototype Design & Manufacture	80% of phase-2 (without taxes)	A. A copy of Purchaser Approval Note for the Contractor to proceed to Phase 3 B. Duly certified Pro-forma Invoice in triplicate
04	Successful completion of Phase 3 – 100% Scale Prototype Qualification	80% of phase-3 (without taxes)	A. A copy of Purchaser Approval Note for the Contractor to proceed to Phase 4 B. Duly certified Pro-forma Invoice in triplicate
05	Successful completion of Phase 4 - Final RDA Design and Approval	80% of Phase 4 (without taxes)	A. A copy of Purchaser Approval Note for the Contractor to proceed to Phase 5 B. Duly certified Pro-forma Invoice in triplicate
06	Successful completion of Phase 5 – Final RDA Manufacture and Delivery along with Prototype	80% of Phase 5 [plus 100% of applicable taxes]	A. A copy of Contractor Release Note issued by Purchaser B. Tax Invoice describing the items delivered quantity, unit rate (as



			applicable), their total value in triplicate C. Packing List, Delivery Report signed by IO D. Delivery Challan duly certified by Purchaser/Loading receipt copy E. Dispatch clearance note
07	Payment against successful completion of Receipt Inspection at ITER site in France and submission of Performance bank guarantee	10% of contract value	A. Copy of Receipt Inspection Report signed by IO B. Duly Signed Warranty Certificate C. Duly certified Pro-forma Invoice in triplicate D. Performance Bank Guarantee E. Proof of payment of applicable duty for the left over material/proceeds against which CDEC issued
Total		100%	

\* Receipt inspection may take place within 3 months from the date of receipt of Items at IO Site, France.

#### 9.5 Recovery of advance payments in case of breach of contract

In case the Contractor fails to execute the CONTRACT due to reasons not attributable to the Purchaser and which do not fall under force majeure as per the CONTRACT conditions, the outstanding advance payments made shall be recovered Benchmark Prime Lending Rate (BPLR) of State Bank of India as on date of opening of bid. This shall be without prejudice to the other remedies available to the Purchaser under the terms and conditions of this part.

#### 9.6 Recovery of Sums Due

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

## 10 Quality Assurance, Inspection, Factory acceptance

### 10.1 Quality Assurance Program

- 10.1.1 The Contractor shall ensure the quality of all components and services to meet all requirements given in the Contract (refer Part-A(II)) including associated annexes
- 10.1.2 Should any question whatsoever arise with respect to the requirements defined in the Contract, the Contractor shall ask the Purchaser for clarification prior to proceeding with the work and the decision of the Purchaser is the final.
- 10.1.3 Quality Plans shall be prepared by the Contractor to describe how they will implement the Purchaser's quality requirements specified in the Contract. The Contractor's quality plans shall be approved by the Purchaser. The Contractor shall not start work on Contract without Quality Plan in place that has been approved by the Purchaser.
- 10.1.4 The Purchaser's inspector shall carry out audit to ensure that proper quality plan, as agreed upon mutually between the Purchaser and the Contractor, is being implemented by Contractor. The Purchaser's inspector will carry out random quality check, for which certain tests/inspections may be required to be repeated, as stipulated in approved Quality Plan. The inspectors may be the Purchaser authorized personnel including ITER-IO personnel/ French regulator or specialized Third Party Inspectors contracted for that purpose by the Purchaser.
- 10.1.5 Purchaser shall closely monitor the production at the Contractor's/sub-contractor's/vendor's places. This monitoring shall include Notification Points, Authorization-To-Proceed Points, Witness Points and Hold Points at critical steps in the manufacturing process. The control points shall be indicated on the Contractor's MIPs and integrated into the agreed schedule. If part of said items are being manufactured at other premises (viz. subcontractor/supplier), the Contractor shall obtain permission for the Purchaser's representative to inspect, examine, and test as if the equipment were being manufactured on the Contractor's premises. Refer Part-A(II) for more details.

### 10.2 Inspection, Testing and Factory Acceptance

- 10.2.1 The Contractor shall give the Purchaser's personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.
- 10.2.2 The supplies (in part or full) shall be offered by the Contractor for inspection at place of manufacture and/or fabrication yard and/or at such places mutually agreed between the Purchaser and the Contractor at the Contractor's risk, expense and cost. The Contractor shall give notice of readiness of supplies for inspection to the Purchaser and shall perform all tests and inspection in presence of the inspector as per the terms of the Contract and MIPs approved by the Purchaser. In default of such notice, the Purchaser shall be entitled to appraise the quality and extent thereof.

- 10.2.3 The Contractor agrees that neither the execution of a test and/or inspection of Rupture disc assembly or any part of the supplies nor the attendance by the Purchaser nor the issue of any test certificate shall release the Contractor from any other responsibilities and liabilities under the Contract.
- 10.2.4 The Purchaser shall not provide any assistance, documents and other information, apparatus, instrument, electricity, equipment, fuel, consumables, labour, materials, compressed air, nitrogen, helium, demineralised water, suitably qualified and experienced staff or other utilities which are necessary to carry out the specified tests efficiently and as per applicable codes, standards, directives and regulations and it is the responsibility of the Contractor to arrange these as required. The Contractor shall agree, with the Purchaser the time and place for the specified testing of materials and any parts of the supplies.
- 10.2.5 The Purchaser may require the Contractor to carry out any test and/or inspection not explicitly covered in the Contract, provided that the Purchaser feels that the particular test is unavoidable to assess the performance of the equipment more accurately and efficiently at factory. However, if such test and/or inspection impede the progress of work on the supplies and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the time for completion.
- 10.2.6 The items offered for inspection will be subject to inspection and test as may be considered necessary by the quality surveillance engineer of the Purchaser and his decision as regards rejection of supplies shall be final and binding on the Contractor. If any supplies are rejected as aforesaid, without prejudice to the foregoing provision, the Purchaser shall be at liberty to allow the Contractor to resubmit without prejudice to the Purchaser's right to claim and recover liquidated damages as provided in this tender, for the supplies in replacement of those rejected within a time specified by Purchaser, the Contractor bearing the cost of freight & any other charges for such replacement without being entitled to any extra payment thereof.
- 10.2.7 Quality Surveillance and audits shall be carried out by the Purchaser and/or ITER-IO and/French regulators
- 10.2.8 Inspection of the components/equipment will be carried out as agreed in the approved MIP and as per requirements/details mentioned in Part-A(II).
- 10.2.9 In case of concerns regarding the quality of production, the Purchaser shall have the right to request the Contractor to carry out on-the-spot checks in addition to the checks foreseen in the technical specifications. In such a case, the Purchaser may provide a description of its concerns and the rationale behind such request. Upon receipt of such request, the Contractor shall evaluate the potential impact of such additional spot checks on the production costs and schedule. Based on all these considerations, the Parties shall agree on a course of action to tackle such issues. The actual date(s) of the on-the-spot checks shall be determined by agreement between the Parties.

## 11 Packing, Dispatch and delivery

### 11.1 Contractor Release Note (CRN)

Prior to packaging, the Contractor shall prepare a manufacturing and qualification dossiers as well as a Contractor Release Note (CRN) in accordance with reference [29] of Technical Specification (Part-A (II)) using template in accordance with Reference [30] of Technical Specification (Part-A (II)) and submit to the Purchaser for review and approval.

## 11.2 Packing

### 11.2.1 Packing Instructions

- 11.2.1.1 The Contractor shall provide a transport package for the Prototype, RDA, and spares. Packaging of the Prototype and RDA shall be provided to ensure adequate protection, during transport, shipping, lifting and handling operations and delivery, on-site storage prior to installation. The material certificates shall be submitted to the Purchaser for acceptance.
- 11.2.1.2 The packaging shall meet the minimum requirements of Level D for overseas shipment in accordance with ASME NQA-1 [Reference 8 of Technical Specification (Part-A (II))]. The packaging design (drawings and specification) shall be accepted by Purchaser prior to shipment. The Contractor shall be responsible and liable for any transit damage due to improper packing.
- 11.2.1.3 The supplied components shall be properly packed in order to prevent any kind of damages that could lead to a loss of performance. The packing the RDA is PIA. The boxes shall be rigid enough to exclude deformation under the Prototype and RDA weights. The supports have to exclude extra loading on the Prototype and RDA due to sudden movements or accidental drop, in this respect a shock absorbing material shall be used.
- 11.2.1.4 All the flanges and SVS connectors shall be fitted with caps after final testing. The Prototype and RDA has to be wrapped in plastic covers to protect them during final storage and transportation. The use of adhesive tape for the protection and packaging shall be restricted to prevent the risk of contamination from the tape. In particular, tape used on austenitic stainless steel shall meet leachable chloride and fluoride limits of 15 ppm and 10 ppm, respectively. Where used, tape shall be fully removable leaving no residue, using isopropyl alcohol or acetone as the solvent to remove all traces of the adhesive.
- 11.2.1.5 For the plastic covers PVC shall be excluded. The fire protection ratings of the materials shall be agreed with the Purchaser.
- 11.2.1.6 Internals of the RD complete assemblies shall be preserved by means of nitrogen gas (<100 ppm H<sub>2</sub>O) or dry air. All volumes shall be interconnected to provide equal pressure in each volume. Internal nitrogen or air dry preservation shall be maintained during transport and prior to on-site acceptance.
- 11.2.1.7 Wood to be used for packing should be in conformity with IS 16662:1993(R-2003) and should be Heat Treated as heat treated wood does not have any expiry period for exportation as in case of fumigation i.e. 21 days from the date of fumigation.
- 11.2.1.8 Accelerometers shall be arranged and fitted by the Contractor to the packaging and shall be capable of recording the acceleration along three perpendicular directions. Where appropriate, accelerometers or other sensors shall be fitted to ensure that limits have not been exceeded. When accelerometers are used, they shall be fixed onto each box and shall be capable of recording the acceleration along three perpendicular directions.
- 11.2.1.9 Placards shall be mounted on the exterior surface of the manways to identify items, such as temperature indicator, humidity indicator and desiccants.
- 11.2.1.10 Materials intended for use in preservation, packaging, and shipping such as tape, wood,



plastic caps, sheet, vapour corrosion inhibitor (VCI) coverings or other covers which are applied directly to stainless steel and nickel-based alloys shall be compatible with the materials to which they are applied.

11.2.1.11 The interior of the RDA and Prototype shipping packages shall provide moisture control during shipping. The packaging method shall be approved by the Purchaser. A humidity indicator(s) shall be arranged so that it can be viewed from outside the sealed shipping package. If desiccants are used, they shall be non-corrosive and shall not liquefy under saturated conditions.

11.2.1.12 The Contractor shall provide any special lifting equipment required for handling of the transport packages. All lifting equipment provided by the Contractor shall be proof tested to the applicable loads.

### 11.3 Marking & Labelling

11.3.1 All The boxes shall be clearly marked in a permanent way and in visible places on the exterior surface of the boxes in line with the IO official numbering system, in accordance with the document "ITER Specification for Labelling of Equipment on ITER Project" [Reference 40 of Technical Specification (Part-A (II))].

### 11.4 Delivery Readiness Review

After packaging, the Contractor shall prepare and submit a Delivery Report [Reference 31 of Technical Specification (Part-A (II))] and Packing List [Reference 32 of Technical Specification Part-A (II)] to the IO for review and approval. The Contractor shall sign Declaration of Integrity and stamp before submission to the IO. Declaration of Integrity is included in the Delivery Report. The following documents will be submitted to the purchaser at least 15 working days prior to the planned shipment date for each shipment:

- Contractor Release Note [Reference 30 of Technical Specification (Part-A (II))];
- Delivery Report [Reference 31 of Technical Specification (Part-A (II))];
- Packing List [Reference 32 of Technical Specification (Part-A (II))].

Purchaser shall prepare Equipment Storage & Preservation Requirements Form [Reference 38 of Technical Specification (Part-A (II))] and transfer to the Contractor a UID reference of this document that to complete the Packing List.

Prior to transportation the Purchaser shall conduct a Delivery Readiness Review (DRR) [Reference 60 of Technical Specification (Part-A (II))]. The purpose of the DRR is to validate that the Purchaser has the CRN, Delivery Report, the native-file Packing List, the Storage & Preservation requirements, customs documents, and/or any other technical or logistical information that is needed so that the material can be adequately managed through transportation, reception, storage, and ultimately into ITER construction and assembly.

The DRR is a Hold Point, and therefore it shall be fully completed by all of the concerned stakeholders before the transportation of components to the ITER Site begins. Transportation of the components to the ITER site shall be executed in line with the requirements of Procedure for Transportation of Components to ITER Site [Reference 61 of Technical Specification (Part-A (II))].



## 11.5 Delivery Documents

11.5.1 The Contractor shall forward in advance to the Purchaser, by rapid Courier Service, following documents as detailed hereunder:

- a. Original GST Invoice in triplicate
- b. Packing List in triplicate
- c. Delivery Challan in triplicate
- d. Bill of Lading
- e. Insurance Proof as per DAP IO Site, France Incoterms 2020 basis
- f. Delivery Report
- g. Contractor release note issued by the Purchaser
- h. Despatch Clearance Note issued by the Purchaser

11.5.2 The dispatch documents such as Invoice, packing list etc., shall bear the “CONTRACT Number”, “CONTRACT Date”, “Destination/Delivery address”

## 11.6 Delivery Inspection

The boxes/packages containing the deliverable items, received at the ITER site will be unloaded & unpacked by ITER-India/IO's representative 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 reading of the accelerometers or other sensors;
- The integrity of the components.

In the case of anomalies the IO shall make any additional relevant remark on the inspection.

The Purchaser/IO will inspect the accelerometers or other sensors mounted on the boxes. If these accelerometers record shocks above 3g, a thorough inspection of the components shall be performed. A decision on acceptance of the delivery of the components will be made by the Purchaser/IO.

The original of the Delivery Report shall be kept by the Purchaser/IO and a copy of it shall be kept by the Contractor.

Declaration of conformity to be signed by the Contractor and enclosed with Packing List.

## 11.7 Risk of Loss/damages

The Contractor shall be responsible, accountable and liable for risk of any loss or damages to deliverable items during transportation, till its receipt inspection at ITER Site.

## 12 Delay, Extension & Postponement

### 12.1 Extension of Time (due to Contractor)

- 12.1.1 In the event, the contractual delivery dates/completion time cannot be adhered to for any cause(s) attributable to the Contractor, an application for extension of time with sufficient reasons shall be made by the Contractor to the Purchaser. If failure, on the part of the contractor to deliver the items/completion of work in scheduled time shall have arisen from any causes which the Purchaser may find as reasonable ground for an extension of time (and his decision shall be final), he may allow such additional time as he may consider justified in the circumstances of the case through a formal notification. However, this extension shall be without prejudice to the Purchaser's right to recover Liquidated Damages (LD) as stipulated in clause 12.3. The Contractor shall not become entitled to receive additional payment towards escalation or increased statutory levies (if any) beyond the contractual delivery date / completion time.
- 12.1.2 If the Contractor fails to apply and secure extension of contract delivery date(s) (before effecting the supply of the items as in the CONTRACT) acceptance of such supplies by the Purchaser, shall not entitle the Contractor to claim payment on account of escalation or extra payment on account of increase of statutory levies that may be payable at higher rate after the expiry of CONTRACT delivery dates/CONTRACT completion date will not be applicable or waiver of LD.

## 12.2 Delay in delivery dates/completion time

- 12.2.1 Should the Contractor fail to comply with contractual delivery dates/completion time and the reasons for such failures are attributed to the Contractor, it shall be construed as a breach of the CONTRACT and the Purchaser shall be entitled at his option to the following: -
- 12.2.1.1 To receive the deliverable items under the CONTRACT after prescribed date of delivery with the right to recover the Liquidated Damages as per the clause 12.3.
- 12.2.1.2 To terminate the total CONTRACT, as per clause 21 in case the liquidated damages (as per clause 12.3) recovered from the Contractor reaches maximum value. However, the Purchaser will inform in writing one month in advance to the Contractor before exercising this clause.
- 12.2.1.3 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-8**.

## 12.3 Liquidated Damages (LD)

- 12.3.1 If the Contractor fails to maintain the phase wise schedule specified in the CONTRACT and the delay is attributable to the Contractor, the Purchaser shall recover from the Contractor as liquidated damages sum of half percent (0.5 percent) of the applicable phase price for each calendar week or part thereof for the delay that is attributable to the Contractor. The total liquidated damages shall not exceed five percent (5%) of applicable phase price.
- 12.3.2 Items will be deemed to have been delivered only when all its item and component parts are also delivered. If certain items/components are not delivered in time, the items will be considered as delayed until such time as the missing parts are delivered.

- 12.3.3 However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the supplies and work scope or from any other obligations and liabilities of the Contractor under the contract.

#### 12.4 Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the Contractor 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:

- 12.4.1 Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.
- 12.4.2 Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.
- 12.4.3 Other Phenomena including but not limited to hostilities riots, civil commotion and declared lock-out in Contractor's works.
- 12.4.4 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 Contractors performance of his obligations has been delayed for other cause. However, the Contractor is not entitled to increase in statutory levies that has come into force during the extended delivery period.

#### 13 Final Acceptance

The components shall be handed over to the IO or its representative when they have satisfactorily passed all Factory Acceptance Tests, they have been delivered in accordance with this Technical Specification and all related documentation have been accepted by the IO and a Certificate of Final Acceptance has been issued (Final Acceptance).

The Certificate of Final Acceptance shall be signed by both the Purchaser/IO and the Contractor, after the definitive acceptance of each component and its related documentation.

Upon delivery, the RDA containers will be visually inspected.

In the event that any of the items supplied by the Contractor is found to be not in conformance with the Contract specifications or failed to deliver the required performance during acceptance test (Part-A(II)), then the clause 15 on rejection of defective goods shall apply.

#### 14 Warranty

- (a). The Contractor shall warrant that the items supplied under this CONTRACT comply fully with the specifications laid down, for design, material, workmanship and performance. The items shall be new, unused and free from any defects.
- (b). The Contractor shall provide a minimum warranty covering repair or replacement of the Items up to 30 months from the date of shipment.
- (c). The Purchaser may accept the supplies, if it is complete in all respects or alternatively accept the same on such terms as may be considered appropriate. If the supplies, after the acceptance thereof is discovered to have defects, latent or otherwise, notwithstanding that such defects could have been discovered at the time of inspection, or any defects therein are found to have developed during the

warranty/defect liability period, the Purchaser shall be entitled to give a notice to the Contractor and within 60 days thereafter, setting forth details of such defects or failure and Contractor shall forthwith make the defective supplies good or alter the same to make it comply with the requirements of the Contract at his own cost.

- (d). A reasonable time limit for repair or replacement of defective item(s) under warranty shall be guaranteed by the Contractor and agreed by the Purchaser.
- (e). In case, any kind of defect attributable to the Contractor is found in the supplied items at on-site (ITER Organization, Cadarache, France) during the warranty period, then, the Contractor shall repair/replace the same at On-Site (ITER Organization, Cadarache, France) at his own cost and risk.
- (f). If any supplied item is repaired/replaced during the warranty period, the Contractor shall warrant all such items for a further period of at least 12 months from the date of repair/replacement, or remaining original warranty period, whichever is longer.
- (g). Further, if in the opinion of the Purchaser, defects are of such a nature that the same cannot be made good or repaired without impairing the efficiency or workability of the system or if in the opinion of the Purchaser, such opinion being final, the components cannot be repaired or altered to make it comply with the requirements of the Contract, the Contractor shall remove and replace the defective component confirming in all respects to the stipulated specifications at the Contractor's own cost.

## 15 Rejection of defective goods & Contractor's Liability

### 15.1 Rejection against Damages during Transit:

If the items or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such items damaged or lost during transit. The replacement of such Items shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Items. The costs of replaced items shall be borne by the Contractor.

### 15.2 Contractor's Failure to Repair/Replacement of defective Goods

- 15.2.1 If the Contractor fails to repair or replace the damaged/defective items within the agreed time period as per applicable rejection clause, the Purchaser at his option either:
  - 15.2.1.1 Replace or rectify such defective items and recover the actual costs so involved from the Contractor
  - 15.2.1.2 Terminate the CONTRACT for default as provided under Clause 21
  - 15.2.1.3 Acquire the defective items at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under Clauses 14 and 15.
- 15.2.2 If the Contractor fails to make the required repairs/ replacement within mutually agreed time, then in pursuant to clause 15.2.1.1, such repairs/replacement shall be carried out by the Purchaser, with due information on the actual costs incurred by the Purchaser in carrying out such work in connection therewith, against documentary proof by the Purchaser, shall be paid by the Contractor to the Purchaser or recovered by the Purchaser from the payment due to the Contractor. In such case, the Purchaser shall be entitled to use the items in a reasonable and proper manner on a mutually agreed basis for such time as sufficient to enable the Purchaser to obtain repair / replacement.

### 15.3 Limitation of liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Contractor to the Purchaser, whether under the CONTRACT, in tort or otherwise, shall not exceed the total CONTRACT price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### 15.4 Indemnity

The Contractor shall warrant and be deemed to have warranted that all items, supplied against this CONTRACT are free and clean of infringement of any patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the items of infringement of any right protected by Patent, Registration of design or Trade Mark and shall risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the CONTRACT.

#### 15.4.1 Indemnity against loss / damage

- a) The Contractor shall indemnify the Purchaser against any risk of accidents or damage or loss to the supplies till completion/ handing over to the Purchaser.
- b) The Contractor shall indemnify and hold harmless the Purchaser and its employees and officers, and their respective agents, against all claims, demands, damages, losses, costs and expenses of whatsoever nature (including legal fees and expenses) in respect of:
  - i. Bodily injury, sickness, disease or death, of any person whatsoever
  - ii. damage to or loss of any property, real or personal (other than the supplies whether accepted or not) arising in connection with design and supply of the items and remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Purchaser, its employees, officers or their respective agents.
- c) The Contractor shall at all times indemnify the Purchaser against all claims, damages or compensation under the provisions of the Payment of The Wages Act, 1936, The Minimum Wages Act, 1948, The Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, The Industrial Disputes Act, 1947 and The Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Purchaser, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the workmen's compensation act, 1923 or any modification thereof or any other law relating thereto, with specific endorsement in such insurance policies that Purchaser's interest shall be protected.
- d) The Contractor shall pay and indemnify the Purchaser against any liability in respect of any fees or charges payable by him under any act of parliament, state laws, any government instrument, rule or

order and any regulations or by-laws of any local authority in respect of the supplies prevailing on the date of submission of tender.

- e) The Contractor shall indemnify and hold the Purchaser harmless from and against all claims, damages and expenses arising out of his failure to obtain all permit and licenses which he is required to comply with in respect of laws, ordinances, and regulations of the central or state government and/or local/public authorities.

#### 15.4.2 Indemnity for taxes and duties

- 15.4.2.1 The Contractor hereby protects, indemnifies and holds harmless the Purchaser from any and all claims or liability for income, customs duties, 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 Contractor or its subcontractor or against the Purchaser for or on account of any payment made to or earned by Contractor or its subcontractor hereunder.
- 15.4.2.2 The Contractor 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 Contractor's employees or employees of its subcontractor and all taxes assessed or levied against or on the account of any property or equipment of the Contractor.
- 15.4.2.3 The Contractor shall be responsible for filing all necessary tax returns (including, without limitation, returns for corporate income tax, personal income tax and Goods and Services Tax (GST)) 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.
- 15.4.2.4 The Contractor shall also ensure that its subcontractors file such returns as stipulated by the relevant government authorities and furnish such information as requested for by the relevant government authorities.
- 15.4.2.5 In certain situations, a government authority may treat the Purchaser as the representative assessee of the Contractor and/or its subcontractors and recover the taxes due to the government authority by the Contractor or its subcontractors from the Purchaser. In such situations, the Purchaser shall have the following rights:
- a) The Purchaser shall be entitled to recover from the Contractor, the taxes paid on behalf of the Contractor or its subcontractors (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 Contractor or its subcontractors that may be in its possession (whether due under this Contract or otherwise) and shall pay only the balance, if any, to the Contractor; and
  - b) 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 Contractor and the Contractor shall immediately furnish the same to the Purchaser. If the Contractor 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 contractor.

#### 15.5 Insurance (as per DAP ITER Site INCOTERMS 2020)

##### 15.5.1 General Requirements for Insurances:

- a) The Contractor shall, "at his own cost", take out and maintain in effect the following Insurance based on reinstatement value during the performance of the Contract and the Purchaser shall

be named as co-insured under all insurance policies. All Insurers' rights of subrogation against co-insured shall be waived. Deductibles / excesses if any, under the insurance policies shall be borne by the Contractor. The identity of the insurers and the type of policies shall be subject to the approval of the Purchaser.

- b) Unless otherwise stated, insurances under this sub-clause shall cover all physical loss / damage and third party liability subject only to minimum compulsory / general exclusions.
- c) Alterations to the terms of insurance shall not be made without the approval of the Purchaser.
- d) The required insurance coverage referred to and set forth in this clause shall in no way affect or limit Contractor's liability with respect to performance of the work or any obligation under the Contract / law.

#### 15.5.2 Cargo Insurance till DAP ITER Site as per INCOTERMS 2020:

Insurance till DAP ITER Site as per INCOTERMS 2020, covering all physical loss / damage and third party liability subject only to minimum compulsory / general exclusions, for full replacement value of the consignment/cargo from the Contractor's or Sub-contractor's works or Supplies.

#### 15.5.3 Storage Insurance / Contractor's All Risk Insurance Policy:

Insurance should cover physical loss or damage to the supplies at storage against All Risks including Terrorism occurring prior to the completion and handing over of supplies.

#### 15.5.4 Insurance for Contractor's Personnel

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person(s) employed at site by the Contractor or any Contractor's Personnel.

In accordance with the applicable statutory requirement, the Contractor should take Workmen's Compensation Insurance for his workmen. The phrase "Purchaser's interest is protected" shall be endorsed in the Policy.

#### 15.5.5 Third Party Liability Insurance

Covering bodily injury or death suffered by Third parties (including Purchaser's personnel) and loss or damage to the property occurring in connection with the supply.

#### 15.5.6 Automobile Liability Insurance:

The Contractor shall maintain automobile liability insurance covering all owned, non-owned and hired automobiles, trucks and other vehicles used by Contractor or its sub-Contractors in connection with the execution of Contract.

#### 15.5.7 General

In all insurance policies except for Third Party liability insurance and Automobile insurance, the Purchaser shall be named as "Loss Payee".

The Contractor shall ensure that, where applicable, its sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work



executed by them under the Contract, unless such sub-Contractors are covered by the insurance policies taken out by the Contractor.

#### 15.6 Storage of items at Contractor's place

- a) If the Purchaser makes a duly justified request to postpone the supply of the whole or part of the items at least 60 (sixty) calendar days prior to the stipulated date of dispatch of the items, the Contractor shall be responsible for providing storage, protection and maintenance of the Items, free of charge, for a period of 60 (sixty) calendar days from the stipulated date of dispatch. Refer **Annexure-6** for undertaking for storage.
- b) The Purchaser shall provide the Contractor, direction on future storage, protection or maintenance requirements no later than the 40<sup>th</sup> calendar day of the free-of-charge period of 60 (sixty) calendar days. If the period exceeds 60 (sixty) calendar days, the Contractor shall continue to provide storage, protection and maintenance.
- c) An agreement between the Purchaser and the Contractor will be reached concerning the reimbursement of actual duly documented and justified costs incurred by the Contractor during the period of time in excess of the aforementioned 60 (sixty) calendar days.

### 16 Change Management

The Purchaser shall have the right to propose and order the Contractor from time to time during the execution of the CONTRACT to make any change, modification, addition or deletion to, in or from the supplies (hereinafter called "Change"), provided that such change falls within the general scope of the supplies and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the supplies and the technical compatibility of the change envisaged with the nature of the supplies as specified in the CONTRACT. The Cost impact if any, for such changes proposed by the Purchaser shall be mutually agreed between both the Parties.

### 17 Settlement of disputes and Arbitration

#### 17.1 Settlement of Disputes

- 17.1.1 Any disputes 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 sixty (60) days. If amicable settlement cannot be reached within sixty (60) days, then all disputed issues shall be settled by arbitration as per clause 17.2
- 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 with due diligence, unless they otherwise agree, (b) the Purchaser shall continue to pay any undisputed amount to the Contractor.

#### 17.2 Arbitration

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



- 17.2.2 The Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Purchaser and Contractor. In case, the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the Contractor and whose decision shall be final and binding on both the parties. The sole Arbitrator shall have its seat in Ahmedabad or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. The Courts of Ahmedabad, Gujarat shall only have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the CONTRACT
- 17.2.3 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- 17.2.4 The parties shall continue to perform their respective obligations under the contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

### 17.3 Governing Law and Jurisdiction

Refer to clause numbers 3.2 and 3.3.

## 18 Free Issue Materials

There is no free issue material – Deleted

Following clause is added through Corrigendum-1

As per Part\_A\_II\_Technical\_Specifications Section 4.1.2 the Contractor is not required to develop or manufacture the bellows compression tool; however, confirmatory testing of the IO-supplied tool will be required. ITER-India will issue Bellows compression tool as Free Issue Material (FIM) to the contractor. Details of the FIM is given in Table-3 blow.

FIM Details: - Table - 3

Sr. No.	Material/ Items	Approximate Cost (INR)
1	Bellows compression tool	2 Crores (Approx.)
Total approximate cost in INR		2 Crores

Contractor shall collect the FIM on his own cost and risk from Purchaser (Gandhinagar, Gujarat) against submission of Insurance Policy towards adequate security for the materials provided by the Purchaser as Free Issue Material (FIM) for the due execution of the Contract. Contractor/Supplier shall also provide Indemnity Bond for FIM as per format given in Annexure-9.

Contractor shall take an Insurance Policy for storage for the value of the FIM + 10% covering all insurable risks, including risks not expressly mentioned in this Contract. The Contractor shall submit storage Insurance Policy and Indemnity bond before taking the delivery of FIM. The Insurance Policy shall be valid till the complete execution of the Order and shall cover the following.



Title: Development and Supply of the VVPSS Rupture Disc Assembly

GeM Bid No.

GEM/2023/B/3744658

NSURED : Name and address of the Contractor

BENEFICIARY : ITER-India, IPR acting through Project Director or any other Officials authorized by ITER-India.

RISKS COVERED : Any loss or damage to the Purchaser's material due to Fire, riot, burglary, strike, theft, civil commotion, Natural calamities, corrosive contact with other material(s) and any damages arising out of external sources such as damages due accidents, materials falling on Purchaser's materials and to protect against weather conditions and any risks as covered under ICCA.

The Contractor shall be fully responsible and accountable for the safety of the FIM during safe storage of FIM all through the period during which the FIM will remain in his possession. The Contractor shall take all necessary precautions against any loss, deterioration or destruction of the FIM from whatever cause arising whilst the said material remain in his possession and/or his custody or control, the Contractor shall also not mix-up the material in question with any of his goods and shall render true and proper accounts of the material actually used. The Contractor shall not use the FIM for other than Purchaser's job and utmost care should be taken to minimize the wastage or loss. Contractor will be held responsible, accountable and liable for spoilage and damage during the process. The decision as to whether the Contractor has occasioned any loss, deterioration or destruction of the FIM whilst in his possession, custody or control from whatever cause arising, as also the decision regarding quantum of the damages suffered by the Purchaser shall be final and binding upon the Contractor.

The Purchaser at all times has the right to enter the Contractor's premises where the free issue materials are stored or where the free issue materials are being used for manufacturing. The FIM along with Ordered Items shall be delivered to ITER-Organization on DAP ITER Site as per Incoterms 2020 basis by the Contractor.

## 19 Suspension of work

- a) The Purchaser may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract, for any of the following reasons:
  - i. On account of any default of the Contractor with or without impairing safety of the works, or
  - ii. For proper supply of the items or part thereof for reasons other than the default of the Contractor, or
  - iii. For safety of the supplies or part thereof, for reasons other than the default of the Contractor
- b) Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons. Therefore, the Contractor shall there upon suspend performance of such obligation (except those obligations necessary for the care or preservation of the supplies) until ordered in writing to resume such performance by the Purchaser.
- c) The Contractor shall not be entitled to an extension of time for, or to payment of the cost incurred in consequence of suspension as per sub-clause [19 a\(i\)](#)
- d) The Contractor may be entitled to an extension of time as mutually agreed in consequence of suspension as per sub-clauses [19 a\(ii\)](#) and [\(iii\)](#)

## 20 Foreclosure of Contract

- a) If at any time after acceptance of the tender / during execution of work, the Purchaser shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the

whole or any part of the work to be carried out, the Purchaser shall give notice in writing to that effect to the Contractor and the Contractor 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.

- b) Upon receipt of the notice of foreclosure under sub-clause [20.a](#), the Contractor shall either immediately or upon the date specified in the notice of foreclosure
- i) Cease all further work, except for such work as may be specified in the notice of termination for the sole purpose of protecting that part of the items already supplied.
  - ii) Terminate all subcontracts, except those to be assigned to the Purchaser pursuant to sub-clause (iv) (b) above
  - iii) Stop all further purchasing and/ or subcontracting activities related to work foreclosed.
  - iv) In addition, the Contractor, subject to the payment specified in sub-clause [20.a](#) shall
    - a. supply to the Purchaser the parts of the items procured by the Contractor up to the date of foreclosure
    - b. to extent legally possible, assign to the Purchaser all right, title and benefit of the Contractor to the supplies and to the plant and equipment as of the date of foreclosure, and, as may be required by the Purchaser, in any subcontracts concluded between the Contractor and its subcontractors.
    - c. Supply to the Purchaser all non-proprietary drawings, specifications and other documents prepared by the Contractor or its subcontractors as at the date of foreclosure in connection with the supplies.
- c) In the event of foreclosure of the Contract under sub-clause [20.a](#), the Purchaser shall pay to the Contractor the full amount at Contract rates, properly attributable to supplies completed and/or the parts of the items supplied by the Contractor and accepted by the Purchaser as of the date of foreclosure. Both the Parties shall mutually agree on unit rate of such supplies accepted by the Purchaser.

## 21 Cancellation/Termination of Contract

### 21.1 Termination of Contract for default

- 21.1.1 The Purchaser may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the Contractor, terminate the CONTRACT in whole or in part in circumstance detailed hereunder:
- 21.1.1.1 If the Contractor fails to supply/provide any or all of the deliverable items, within the time period(s) specified in the CONTRACT or any extension thereof granted by the Purchaser or within the period till which the maximum LD amount is reached.
  - 21.1.1.2 If the Contractor fails to perform any other obligation(s) under the CONTRACT within the period specified in the CONTRACT or any extension thereof granted by the Purchaser
- 21.1.2 In the event the Purchaser terminates the CONTRACT in whole or in part, the Purchaser may take recourse to any one or more of the following actions. However, the Contractor shall continue to perform the CONTRACT to the extent not terminated

**21.1.2.1 Forfeiture of Security Deposit****21.1.2.2 Recovery of Liquidated Damages (LD) as per the CONTRACT.**

21.1.2.3 To purchase from elsewhere, after (thirty) 30 days' notice to the Contractor, on account and the risk and cost of the Contractor, the supplies, materials and equipment, not delivered or other items of similar description when such deliverable exactly complying with the particulars are not in the opinion of the Purchaser readily procurable, such opinion being final, without cancelling the Contract in respect of the consignments not yet due for supply.

21.1.2.4 To cancel the total Contract or balance portion thereof, and if so desired, to purchase or authorize the purchase of the supplies, materials and equipment not so delivered or other deliverable of similar description, when such deliverable exactly complying with the particulars are not, in the opinion of the Purchaser, readily procurable, such opinion being final, at the risk and cost of the Contractor.

21.1.3 In the event of action being taken under sub-clause [21.1](#) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account. Contractor shall not however be entitled to gain on such purchase made on account of his default. The manner and method of such alternate purchase shall be at the entire discretion of the Purchaser, whose decision shall be final. This right shall be without prejudice to the right of the Purchaser, to recover the damages for breach of Contract by the Contractor as provided in the Contract or under the general law.

21.1.4 If the CONTRACT is terminated as provided in clause 21.1, the Purchaser in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to the Purchaser any completed items that are found to be useful and acceptable to the Purchaser. The Purchaser shall pay to the Contractor, the CONTRACT price of such completed items that are delivered to and accepted by the Purchaser.

21.1.5 The termination will not relieve the Contractor from submitting the Performance Bank Guarantee for the portion not terminated. Refer **Annexure-7** of Part-A(III) for undertaking to be submitted by the Contractor at the time of signing of Contract.

**21.2 Termination of Contract for insolvency**

If the Contractor becomes bankrupt or otherwise insolvent or goes into liquidation, the Purchaser may, at any time, terminate the CONTRACT, by giving a written notice to the Contractor, without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser. Purchaser would be 'Financial Creditors' for, if any, sums remaining to be recovered after settlement of contract and forfeiture/encashment of SD/ABG/PBG.

**21.3 Termination of Contract for convenience**

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

mutually agreed terms for terminating the CONTRACT.

## 22 Intellectual Property Rights (IPR)

Detailed intellectual property rights provisions to be adhered by the Contractor are given in **Annexure-4** of Part-A (III)

## 23 Precedence

In case of Conflict between the parties, the decision of Purchaser shall have precedence over this Tender.

## 24 The Contract

### 24.1 Signing of Contract

The Contract shall be signed by authorized representatives of Contractor and Purchaser (on non-judicial stamp paper of appropriate value, as applicable)

### 24.2 Amendments

Any amendment to the Contract including its Attachments, Appendices and Annexures which may be necessary will be a result of a mutual agreement between the Parties. It will be established within a reasonable time in the form of an amendment to the CONTRACT, to be signed by both the Parties.

### 24.3 Coming into Force (Effective date of Contract)

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

## 25 Annexures

The following annexes shall form an integral part of this Contract

1. Annexure-1: Security Deposit (Bank guarantee)
2. Annexure-2 : Advance Payment Bank Guarantee (Advance Payment)
3. Annexure-3: Performance Bank Guarantee (PBG)
4. Annexure-4: Intellectual Property Rights (IPR)
5. Annexure-5: Non-Disclosure Agreement
6. Annexure-6: Undertaking for Storage
7. Annexure-7: Undertaking from the Contractor for termination of the Contract for default
8. Annexure-8: Hindrance Register
9. Annexure-9: Indemnity Bond for FIM



**Annexure-1: 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 \_\_\_\_\_ 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”) 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 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 there under.

AND WHEREAS under the terms of the aforesaid Contract, the Contractor 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 there under.

AND WHEREAS the Contractor has requested the Bank to guarantee the due payment of the aforesaid amount by the Contractor to the Purchaser in case the Contractor 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 recourse to the Contractor and without any demur, or protest or objection any amount up to and not exceeding INR. \_\_\_\_\_ (Rupees \_\_\_\_\_) to the Purchaser on behalf of the Contractor.
2. This guarantee is valid and binding upon the Bank till delivery of last consignment 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 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.



4. The liability of the Bank under this deed is restricted to the sum of INR. \_\_\_\_\_ (Rupees \_\_\_\_\_) and same shall remain in force till successful completion of Final On-Site Acceptance under this Contract. 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 on whose behalf this guarantee is issued.
5. Unless proceeding for enforcing this guarantee is commenced against the Bank within two months from the expiry of the aforesaid period or such extended period or periods as aforesaid all the rights of the Purchaser under this guarantee shall be extinguished and the Bank shall be relieved and discharged from all liabilities hereunder.
6. The neglect or forbearance of the Purchaser in enforcement of any of its rights under the aforesaid Contract against the Contractor shall in no way relieve the Bank of its liability under this deed.
7. OUR GUARANTEE shall remain in force until \_\_\_\_\_ (two months beyond the successful completion of Final On-Site Acceptance under this Contract) 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-2: Bank Guarantee (Advance Payment)**

**(On non-judicial stamp paper of appropriate value)**

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

1. WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_  
M/s \_\_\_\_\_, a company registered under the companies act  
and having its registered office at \_\_\_\_\_ (hereinafter referred to as "the  
Contractor") entered into Contract bearing No. \_\_\_\_\_ date \_\_\_\_\_ with ITER-India  
  
(INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road,  
Koteshwar, Ahmedabad 380005, Gujarat, India (hereinafter referred to as "The Purchaser") for  
the supply of \_\_\_\_\_ (hereinafter referred to as "the Equipment")
2. AND WHEREAS under the terms and conditions of the Contract an amount of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) representing percent advance payment out of the Contract  
value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) is to be paid by the  
Purchaser.
3. AND WHEREAS ITER-India has agreed in pursuance of the said terms and conditions of the  
Contract to make an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to  
the Contractor on the Contractor furnishing a Bank Guarantee in the manner herein contained.
4. NOW WE, \_\_\_\_\_ (Name and Address of the Bank) in consideration of the Purchaser  
having agreed to pay to the Contractor an advance payment of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ Only) do hereby agree and undertake to indemnify the Purchaser and keep the  
Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ Only) against any damage or loss that may be suffered by the Purchaser by reason  
of non-fulfillment of any of the terms and conditions of the Contract by the Contractor.
5. WE, \_\_\_\_\_ (Bank) do hereby undertake to pay the amount due and payable  
under this guarantee without 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(s) of any of the terms and conditions contained in the said  
Contract or by reason of the Contractor(s)'s failure to perform the said Contract. Any such  
demand made on the bank shall be conclusive as regards the amount due and payable by the  
Bank under this guarantee. However, our liability under this guarantee shall be restricted to an  
amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
6. WE, \_\_\_\_\_ (Bank) undertake to pay to the Purchaser any money so demanded  
notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding  
pending before any Court or Tribunal relating thereto our liability under this present guarantee  
being absolute and unequivocal. The payment so made by us under this bond shall be a valid  
discharge of our liability for payment thereunder and the Contractor(s) shall have no claim  
against us.
7. AND WE, \_\_\_\_\_ (Bank) hereby further agree that the decision of the said Project  
Director, ITER-India as to whether the Contractor has committed breach of any such terms and





conditions of the Contract or not and as to amount of damage or loss assessed by the said Project Director as damage or loss suffered by the Purchaser/ITER-India on account of such breach would be final and binding on us.

8. WE \_\_\_\_\_ (Bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.
9. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
10. OUR GUARANTEE shall remain in force until \_\_\_\_\_ (two months beyond the delivery of last consignment under this Contract) and unless a claim under the guarantee is lodged on or before the above date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the \_\_\_\_\_ have executed this.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

Witnesses:

(1) Name: \_\_\_\_\_ Signature \_\_\_\_\_

(2) Name: \_\_\_\_\_ Signature \_\_\_\_\_



**Annexure-3: Performance Bank Guarantee (PBG)**

**(On non-judicial stamp paper of appropriate value)**

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

1. WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ M/s \_\_\_\_\_, a company registered under the Companies and having its registered office at \_\_\_\_\_ (hereinafter referred to as "the Contractor") entered into an Contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as "The Contract") with ITER-India (INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380005, Gujarat, India (hereinafter referred to as "The Purchaser") for the supply of \_\_\_\_\_ (hereinafter referred to as "the Equipment").
2. AND WHEREAS under the terms and conditions of the contract an amount of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) representing balance \_\_\_\_\_ percent payment out of the total value of the contract of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) is to be paid to the Contractor on the successful completion of Final On-Site Acceptance under this Contract and on the Contractor furnishing a bank guarantee in a manner herein contained towards satisfactory performance of the equipment during warranty period, viz. 30 months from the date of shipment of the said equipment.
3. NOW WE, \_\_\_\_\_ (Name and Address of the Bank) in consideration of the promises and the payment of said sum of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) by the Purchaser to the Contractor do hereby agree and undertake to pay to the Purchaser the amount due and payable under the 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 suffered by the Purchaser by reason of unsatisfactory performance of the equipment during the warranty period. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
4. WE, \_\_\_\_\_ (Bank) undertake to pay to ITER-India any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s), in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present guarantee bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
5. WE, \_\_\_\_\_ (Bank) hereby further agree that the decision of the Project Director, ITER-India as to whether the said equipment is giving satisfactory performance or not during the warranty period and as to the amount of damages suffered by the Purchaser on account of the unsatisfactory performance of the said equipment shall be final and binding on us.
6. AND WE, the \_\_\_\_\_ (Bank) do hereby agree that our liability hereunder shall not be discharged by virtue of any Agreement/Contract/Purchase Order between the Purchaser and the



Title: Development and Supply of the VVPSS Rupture Disc  
Assembly

GeM Bid No.  
GEM/2023/B/3744658

Contractor whether with or without our knowledge and/or consent or by reason of the Purchaser showing any indulgence or forbearance to the Contractor whether as to payment, time for performance, or any other matter whatsoever relating to the contract which but for this provision would amount to discharge of the surety under the law.

7. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. OUR GUARANTEE shall remain in force until \_\_\_\_\_ (two months beyond the Contract warranty period) and unless a claim under the guarantee is lodged with us on or before the above date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities thereunder.

In witness whereof, we the \_\_\_\_\_ have executed this.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

For \_\_\_\_\_  
(Indicate the name of bank with Postal address, Fax Number & email

address)

Witnesses:

(1) Name: \_\_\_\_\_ Signature \_\_\_\_\_

(2) Name: \_\_\_\_\_ Signature \_\_\_\_\_

**Annexure-4 - INTELLECTUAL PROPERTY RIGHTS PROVISIONS****Intellectual Property and Provision****1. General terms & definitions:**

1.1 As defined in Article 1.2 & 1.3 of Annex on Information and Intellectual Property (IIP Annex) of the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (ITER Agreement), the following definition applies to information and intellectual property:

**1.1.1 Information:**

“Information” shall mean published data, drawings, designs, computations, reports and other documents, documented data or methods of research and development, as well as the description of inventions and discoveries, whether or not protectable, which are not covered by the term Intellectual Property as defined in 1.1.2

“Information” shall also include confidential information like specifications, 3-D models, samples and prototypes.

**1.1.2 Intellectual property (IP):**

“Intellectual Property” shall have the meaning defined in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on July 14, 1967. It may include confidential information such as know-how or trade secrets provided that they are unpublished, and in written or otherwise documented form, and

- (a) have been held in confidence by their owner,
- (b) are not generally known or available to the public from other sources, and/or are not generally available to the public in printed publications and/or other readable documents and any form of electronic records
- (c) have not been made available by their owner to other parties without an obligation concerning confidentiality, and
- (d) are not available to the receiving party without an obligation concerning confidentiality.

**1.1.3 Background Intellectual property:**

“Background Intellectual Property” shall mean Intellectual Property that has been or is acquired, developed or produced, before the entry into force of the Contract, or outside of the scope of this Contract. (Entry into force shall be the date of Letter of Intent (LoI), in case the actual contract is signed after the LoI).

**1.1.4 Generated Intellectual Property:**

“Generated Intellectual Property” shall mean Intellectual Property that is generated or acquired with full ownership by ITER-India or by the Contractor and its subcontractors, pursuant to and in the course execution of this Contract

**2. Provisions under background Intellectual Property:****2.1 Declaration of background:**

- 2.1.1** The Contractor shall declare all Intellectual Property and Information which is held by the Contractor prior to the signature of the Contract or outside its scope and which is needed for carrying out the Contract – this information & Intellectual Property shall be subsequently be referred to as “the background”. The declaration shall provide detailed information on the origin and ownership of the background as well as any legal restrictions relating to its use of which the Contractor is aware. The declaration of the background forms part of the Contract.
- 2.1.2** The Contractor may identify additional background information after the signature of the contract. However, in such a situation, the Contractor needs to justify why such a background was not invoked originally into the Contract. The use of this Background information shall be authorized only after discussion with ITER-India.
- 2.1.3** The Contractor must clearly identify the use background information that belongs to a third party for which the Contractor has a license agreement. Further, he must obtain the rights form third party to allow him to use the background in conformity with 2.1.1 and 2.1.2.
- 2.1.4** The Contractor must clearly identify the Background information that is confidential. ITER-India shall preserve (in a manner agreed mutually with the Contractor) the confidentiality of the same. On transfer of component to IO, the Background confidential information so provided shall be communicated to IO and shall be protected by IO in a manner described in clause 2.2.2.
- 2.1.5** The background information provided by the Contractor shall be owned exclusively by the Contractor.

## **2.2 Access to Background information:**

- 2.2.1** The Contractor who has incorporated Background Intellectual Property, except confidential information such as know-how and trade secrets into the items supplied to the ITER-India and the background information so provided is required:
- to construct, operate, use or integrate technology for research and development in relation to the IO facilities,
  - to maintain or repair the item provided, or
  - when deemed necessary by ITER-India, in advance of any public procurement, shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty free license to such Background Intellectual Property to ITER-India, other Members (of IO) and to the IO either directly or through ITER-India, with the right of the IO to sub-license and the right of the ITER-India and other Members (of IO) to sub-license to their research institutes and institutes of higher education within their respective territory for the purposes of publicly sponsored fusion research and development programme.
- 2.2.2** The Contractor who has incorporated background confidential information into the items provided to ITER-India and the background confidential information is required:
- to construct, operate, use or integrate technology for research and development in relation to the IO facilities,
  - to maintain or repair the item,
  - when deemed necessary by ITER-India in advance of any public procurement, or
  - for safety, for quality assurance and quality control reasons as required by regulatory authorities,

shall ensure that ITER-India and the IO have an irrevocable, non-exclusive, royalty-free license available to use such background confidential information including manuals or instructional training materials for the construction, operation, maintenance and repair of the IO facilities.

The confidential information shall be transmitted maintaining the protection for confidentiality in accordance with section 2.1.4. The recipient for such information shall use it only for the provisions identified above. IO guarantees this protection and compensation for damages arising from the misuse of the background confidential information shall be the responsibility of IO.

2.2.3 The Contractor's attention is drawn to Article 4.2.4 and 4.2.5 of the IIP Annex of ITER Agreement, whereby the contractor shall use its best efforts to either grant licenses to the background incorporated into the goods supplied under the Contract or to supply such goods to IO Members under the conditions established in Article 4.2.4 and 4.2.5 of the IIP Annex of JIA.

2.2.4 The Contractor is encouraged to make its background incorporated into the goods supplied under the Contract available for commercial purposes under the conditions established in Article 4.2.6 of the IIP Annex of ITER Agreement.

2.2.5 The Contractor shall grant on fair and reasonable conditions a license to use the background information & Intellectual Property, applicable to this Contract to any third party nominated by ITER-India for the purpose of fulfilling a Contract with ITER-India.

### **3. Provisions under Generated Intellectual Property**

3.1 All Information (defined in 1.1.1 above) provided by or on behalf of ITER-India to the Contractor shall remain the property of ITER-India. These shall not be shared without permission from ITER-India.

3.2 The background intellectual property provided by ITER-India will continue to be the property of the ITER-India. Any further extension of the IP during the course of execution of the Contract will also belong to the ITER-India.

3.3 If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractor to the background Information and IP owned by ITER-India and given to the Contractor for execution, such changes shall not affect the title to the property of the ITER-India and it shall continue to own the modified Information and IP. ITER-India shall have absolute rights to assign, transfer, sublet, use and transmit all such Information and IP to its consultants, agents and collaborators. Contractor shall not have any claim or right whatsoever in respect of the above Information and IP.

3.4 Any information and Intellectual property generated during the course of execution of the Contract including those generated at the subcontractors end working for this Contract shall be communicated to ITER-India immediately and ITER-India shall have the first right to protect such generated intellectual property on its name. The Contractor shall take appropriate legal and administrative measures to enable ITER-India protect it in its own name.

3.5 In specific cases ITER-India may waive its right to take protection. In such a situation, the Contractor can take the protection of IP in its name and solely at its cost after reimbursing costs incurred by ITER-India (if any) on such a protection. At all times ITER-India shall be entitled



to a royalty-free, non-exclusive, worldwide, irrevocable license with the royalty-free right to grant sublicenses on the resulting registered right.

- 3.6 If the Contractor or its employees desires to claim rights on the generated intellectual property, it shall be ensured that the same is possible, subject to compatibility with the Contractor's obligations under the Contract and also ensuring that the rights of ITER-India remain unaffected.
- 3.7 The Contractor shall be permitted to use the generated Intellectual Property for his own needs. For this, he needs to obtain license from ITER-India. The terms shall be mutually agreed.
- 3.8 The Contractor is made aware of the fact that ITER-India may at its discretion, decide to seek protection of a generated intellectual Property, outside India.
- 3.9 For generated IP where ITER-India, decides to seek protection, the inventors will assign their rights to ITER-India.
- 3.10 ITER-India will seek protection through DAE-IPR Cell.
- 3.11 Should the Contractor wish to seek protection of IP generated on the subject matter on the Contract within a period of 24 months after conclusion of the Contract, the same shall be conveyed to ITER-India. It may be noted that the subject of these IPs shall be considered to be a part of the Generated Intellectual Property (and subject to provision 3.3 above), unless the Contractor demonstrates that these have been created outside the scope of the Contract.

#### **4 Indemnities, repair rights and copyrights:**

- 4.1 In case the Contractor needs to use the intellectual property belonging to a third party, the Contractor shall indemnify ITER-India from any action for infringement associated with the third party intellectual property.
- 4.2 The Contractor shall have the first right to attend to repairs for proprietary supplies which incorporate background intellectual property owned by him. However, should the Contractor not be successful in effecting repairs for such supplies in the first instance, ITER-India shall have the right to effect repairs by whomsoever it may think fit.
- 4.3 The Contractor shall be responsible for obtaining all permits, license and copyrights required for the implementation of the Contract, as per laws applicable to the place where the Contract is executed. In case of inability to seek the necessary permits, licenses and copyrights, the Contractor shall inform the same to ITER-India and ITER-India shall decide whether to acquire the rights at costs payable by the Contractor or effect a decision to discontinue all or some part of the work

**Signed and delivered by**

Purchaser  
(Official Seal)

Contractor  
(Official Seal)





Title: Development and Supply of the VVPSS Rupture Disc  
Assembly

GeM Bid No.  
GEM/2023/B/3744658

#### **Annexure-5: 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 “  
\_” 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.

Date:

CONTRACTOR  
(Name and signature of responsible officer with SEAL)





### Annexure -6 : Undertaking for Storage

(On Non-Judicial stamp paper of appropriate value)

We,------(Contractor), give an undertaking as follows, as prerequisite to receive milestone payment as per clause no.----- of Contract.

- The Contractor shall store Items (To specify) free of cost till shipment from Contractor's factory.
- The Contractor will store Items (To specify) in such a way that it will not deteriorate the packed components including its packing as per the Contract.
- The Contractor will be liable and responsible for any loss and/or damage to Items (To specify) during storage at Contractor's end.
- The Purchaser along with insurance surveyor (if applicable) will inspect the Items (To specify) before transportation and if any damage(s)/discrepancies/non-conformance are found in the packing of the Items during the inspection, the Contractor shall rectify the damage(s)/discrepancies/non-conformance at their factory without any financial impact to the Purchaser.
- The Purchaser along with insurance surveyor (if applicable) will inspect the components before transportation and if any damage(s)/discrepancies/non-conformance are found in the Items during the inspection, the Contractor shall rectify the damage(s)/discrepancies/non-conformance at their factory within the prescribed time-limit by the Purchaser.
- This Undertaking is valid till -----.

Date:

CONTRACTOR

(Name and signature of responsible officer with SEAL)

**Annexure – 7 – UNDERTAKING FROM THE CONTRACTOR FOR TERMINATION  
OF CONTRACT FOR DEFAULT**

(On Non-judicial Stamp Paper of appropriate value)

The Contractor agrees to the clause 21.1 of Part-A(III) as elaborated below under the Contract No. --  
-----dated -----for “-----”

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies or non-fulfilment of any other terms and conditions given in the Contract, the Purchaser may cancel the Contract in full or part thereof, and may also make the purchase of such Item(s)/material from elsewhere / alternative source at the risk and cost of the Contractor. The Purchaser will take all reasonable steps to get the material/Item(s) from alternate source at optimum cost. This will be without prejudice to any other right of the Purchaser under the Contract. Termination for Default Clause (clause no. 21.1 of Part-A(III)), in line with Terms and Conditions of Contract, may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Contractor including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by Contractor before completion of the work as per contract.
3. Non completion of work/ Non-supply by the Contractor within scheduled completion/delivery period as per Contract or as extended from time to time, for the reason(s) attributable to the Contractor
4. Termination of Contract on account of any other reason (s) attributable to Contractor
5. Assignment, transfer, subletting of Contract without Purchaser's written permission resulting in termination of Contract or part thereof by the Purchaser
6. Non-compliance to any contractual terms & conditions or any other default attributable to Contractor.

#In-case inputs from the Purchaser are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Supply/Work (subject to Value B not paid by the Purchaser, in case, B is paid, it will be added to below formulat):

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where, A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor at the time of termination of contract.

H = Overhead Factor to be taken as 15%



Title: Development and Supply of the VVPSS Rupture Disc  
Assembly

GeM Bid No.  
GEM/2023/B/3744658

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\*(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

Date:

CONTRACTOR

(Name and signature of responsible officer with SEAL)



Title: Development and Supply of the VVPSS Rupture Disc  
Assembly

GeM Bid No.

GEM/2023/B/3744658

### Annexure -8 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.



Title: Development and Supply of the VVPSS Rupture Disc  
Assembly

GeM Bid No.

GEM/2023/B/3744658

## Annexure – 9 - INDEMNITY BOND FOR FIM

(On non-judicial stamp paper of appropriate value)

WHEREAS ..... the party of one part (party receiving Free Issue Material), hereinafter called the (.....) has entered into a Contract with the party of other part, i.e. the ITER-India (Institute for Plasma Research), Block – A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad - 380005, hereinafter called the “ITER-India”(I-I)/Purchaser, vide Contract No. .... dated DD/MM/YYYY for ..... (item description as stated in contract/PO) at a total consideration of Rs. .... (Rupees..... (in words).

AND WHEREAS as per the terms of the said Contract the (.....) is to ensure safety and security of the ..... (name of material), which is issued to the ..... as Free Issue Material, hereinafter called FIM, valuing Rs. .... (Rupees ..... in words) for carrying out the job as per the Contract. The ( ..... ) shall furnish I-I/Purchaser a copy of insurance policy as a proof of it having insured along with this Indemnity Bond for an amount of Rs. ....(Rupees ..... (in words). The Contractor shall indemnify the Purchaser and keep the Purchaser indemnified to the extent of full value of FIM for such time the entire Contract is executed and proper account for the FIM is rendered by the Contractor to the Purchaser.

NOW the (.....) hereby agrees unequivocally and unconditionally to pay, within 48 hours on demand, in writing from I-I/Purchaser or any officer authorized by it in this behalf and without demur, any amount upto and not exceeding Rs..... Rupees.....(in words) till the completion and handing over the job to the satisfaction of I-I/Purchaser as per the terms and conditions mentioned in the Contract.

NOTWITHSTANDING anything contained hereinabove,

- (i) The liability of the (.....) is restricted to Rs.....(Rupees ..... (in words)
- (ii) This Indemnity Bond shall be valid upto DD/MM/YYYY (till the completion of the Contract).



Title: Development and Supply of the VVPSS Rupture Disc  
Assembly

GeM Bid No.

GEM/2023/B/3744658

- (iii) The liability of the (.....) to make payment shall arise and the (.....) shall be liable to indemnify the amount or any part thereof under this Indemnity Bond, only if I-I/Purchaser serves upon the (.....) a written claim or demand in terms of the Indemnity Bond on or before DD/MM/YYYY.

IN WITNESS WHEREOF, we, the (.....) has executed this Indemnity Bond on this \_\_\_\_\_ day  
\_\_\_\_\_ 2010.

Signature of the Contractor :

Name and Designation :

Seal

Address :

Witness :

(i) Name and address :

Signature :

(ii) Name and address :

Signature :