

Part-A (II): Additional Terms & Conditions

1. Terms of Prices:

- a) The prices quoted shall be **firm, fixed and non-revisable** during the validity and extended validity of the Order.
- b) All charges for sea transportation, advolorem insurance, loading/unloading at port, custom clearance at delivery point, road transportation from delivery port to delivery point and unloading at delivery point needs to be covered in the quoted price
- c) Password protected file needs to be submitted by the bidders as part of bid document for Break-up of price as per format given in Part-B. Password will be asked by Purchaser only at time of order placement from successful bidder only. Price break up shall form integral part of order. The quoted price should not be subject to any price escalation.
- d) Un-price bid format as per Annexure-A2 without any prices also needs to be submitted as part of bid document.

2. Payment Terms:

- a) Payment will be made to the Logistics Service Provider (LSP) through RTGS/NEFT within 30 days from the date of receipt of error free invoice along with all the documents mentioned below which are to be submitted after safe delivery of the consignment at delivery point. The complete payment will be made in Indian Rupees only, SBI TT selling rate for USD/Euro prevailing on the date of Bill of Lading (BL)L shall be taken for conversion purpose. Payment shall be made on actual weight transported based on weight and dimensions mentioned in bill.
 - The relevant original invoices in duplicate indicating the reference number of the GeM Order number to which they refer along with any other supporting document for claimed amount.
 - A copy of Bill of Lading
 - A copy of Insurance Policy.
 - A duly signed Shipment Delivery Certificate/CMR as per the packing list by the Consignee including all its annexes.
 - All copies of receipts duly signed by LSP w.r.t. any other charges if any.
- b) Payment shall be made to the Logistics Service Provider through RTGS/NEFT. The payment for the quoted rates will be made in Indian Rupees and payment for charges to be paid at actuals will also be made in Indian Rupees as per the State Bank of India TT selling exchange rate prevailing on the date of Bill of Lading. All bank charges, if applicable, shall be borne by LSP only

- c) Any detention or demurrage charges can be reimbursed only if it is solely attributable to the Purchaser.

3. Taxes & Duties:

- a) The price quoted should be inclusive of all applicable Indian taxes, levies, duties. No additional taxes and duties of any country except India shall be paid by the Purchaser.
- b) GST registration: Bidder shall submit a copy of GST Registration certificate along with the bid.
- c) The Local Logistics Service Provider shall have sole responsibility for compliance with the tax laws which apply to it.
- d) GST will be as applicable and the Local Logistics Service Provider shall be responsible for making payment of GST or any applicable Tax at the time of invoicing to the Indian Tax Authorities.
- e) Applicable Income Tax (TDS) and GST TDS will be deducted from the bills/invoices at the prevailing rate and the necessary TDS Certificate shall be issued.

4. Settlement of Disputes

Any disputes or difference arising out of or in connection with the TO 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 5

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

5. Arbitration:

- a) All disputes or differences arising out of or in connection with the TO including the one connected with the validity of the TO or any part thereof, should be settled by bilateral discussions.
- b) The Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Purchaser and LSP. 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 LSP 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 TO

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

6. Governing Law & Jurisdiction

- a) The GeM Order shall be construed and shall be governed by the laws of India and the LSP shall be required to comply with all the applicable laws with regard to performance of the GeM Order.
- b) The Courts in Ahmedabad (Gujarat State, India) only shall have exclusive jurisdiction to deal with and decide all disputes arising out of this GeM Order.
- c) The LSP shall comply with all laws in force in India and in the countries / states where the service as per the order is being rendered. The laws will include all local, state, national or other laws that affect the performance of the GeM Order and bind upon the LSP. The LSP 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 LSP or its personnel, including the sub-contractors and their personnel.

7. Force Majeure

- a) Force Majeure is herein defined as any cause which is beyond the control of the LSP 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 TO, such as:
 - i. Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.
 - ii. Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.

iii. Other Phenomena including but not limited to hostilities riots, civil commotion and declared lock-out in LSP's works.

b) 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 LSPs performance of his obligations has been delayed for other cause. However, the LSP is not entitled to increase in statutory levies that have come into force during the extended delivery period.

8. Liability

- a) ITER-India shall not be liable and accountable for any loss and/or damage sustained by the appointed LSP in performance of the GeM Order except in the event of willful misconduct or gross negligence on the part of the Requesting Party.
- b) The appointed LSP shall be liable and accountable for any direct loss or damage and/or death or personal injury caused by itself in performance of the GeM Order including in the event of subcontracting/partnership agreement. ITER-India shall not be liable for any act or default on the part of the appointed LSP in performance of the Order/Agreement.
- c) The appointed LSP shall provide compensation in the event of any action, claim or proceeding brought against ITER-India by a third party as a result of damage or loss caused by the appointed LSP in performance of the GeM Order.
- d) In case vessel gets delayed from the confirmed date provided by LSP, then all charges for such delay will not be liability of the Purchaser.
- e) Any detention or demurrage charges can be reimbursed only if it is solely attributable to the Purchaser.

9. Indemnity

The appointed LSP shall indemnify and keep indemnified ITER-India all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the GeM Order.

10. Risk Purchase

- a) ITER-India reserves to itself the following rights in respect of GeM Order consequent to this enquiry without entitling the appointed LSP for any compensation.
- b) If the appointed LSP fails to render all or any of the services required under the scope of work of the GeM Order satisfactorily and within the time period specified in the Order then Purchaser may get the work done, upon such terms and in such manner as it deems appropriate,

services similar to those covered under the terminated GeM Order at the risk and cost of the LSP . In such an event, Purchaser reserves the right to levy LD and forfeit the Performance Security

11. Termination of Contract for convenience

After placement of Contract/Order, there may be some unforeseen situations compelling the purchaser to cancel the Order. In such a case, the Purchaser will send a suitable notice at least one month in advance to the LSP for cancellation of the Contract/Order, 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 LSP on mutually agreed terms for terminating the Contract/Order.

12. Confidentiality and Secrecy

- a) All information, including but not limited to, specifications, drawings and other technical details that are imparted to the LSP, shall at all times, remain the absolute property of the Purchaser. The LSP 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.
- b) All information, including but not limited to, specifications, drawings and other technical details forming part of the tender or Order are property of the Purchaser and shall not be used for any other purpose, except for execution of the GeM Order.
- c) The LSP shall use his best endeavours to ensure that such information is not divulged to third parties except where needed for the performance of the Order by the LSP with the prior consent of the Purchaser.
- d) A confidential/ non-disclosure agreement shall be signed between the LSP/Contractor and the Purchaser as per the attached Annexure-A1.
- e) In the event of any breach of this provision, the LSP 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

13. Permits, Licenses or Approvals

- a) The LSP 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 Order.

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

14. General obligations

The LSP shall be deemed to have carefully examined all Tender/Order documents and obtained clarifications from the Purchaser where needed, the quantities and nature of work necessary for the completion of the Tender/ Order, all necessary information for risks, contingencies and other. The price quoted in the price-bid format (Part-B), which rate and prices shall, except as otherwise provided, cover all his obligations under the Tender and all matters and things necessary for the complete execution of the Tender. No claim on his part which may arise on account of non-examination or misunderstanding of the particulars and/or matter related to scope of work and/or Technical specifications, will, in any circumstances, be considered payable by the Purchaser.

15. Sub-contracting, subletting or assignment of contract

In case the LSP sublets, transfers or assigns any part of the Order with the prior written consent of the Purchaser, all payments to the Sub-Contractor shall be the responsibility and accountability of the LSP and any requests from such Sub-Contractor shall not be entertained by the Purchaser.

The LSP shall be responsible and accountable for all activities with his sub-contractors

16. Change Management

- a) The Purchaser shall have the right to propose and order the Contractor/LSP from time to time during the execution of the Contract/GeM Order to make any change, modification, addition or deletion to, in or from the scope (hereinafter called “Change”), provided that such change does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the scope of work and the technical compatibility of the change envisaged with the nature of the work as specified in the Contract/GeM Order.
- b) The Contractor/LSP may from time to time during its execution of the Contract/Purchase Order propose to the Purchaser any change that the Contractor/LSP considers necessary or desirable. The Purchaser may at its discretion approve or reject any change proposed by the Contractor/LSP.
- c) Notwithstanding Clause 16-a and 16-b above, no change made necessary because of any default of the Contractor/LSP in the performance of its obligations under the

Contract/Purchase Order and/or for Contractor/LSP's convenience, shall be deemed to be a change and such change shall not result in any adjustment of the Contract/Purchase Order price or the time for completion.

- d) The Contractor/LSP shall be paid for such additional procurement in the following manner:
- If the required item/cost for change(s) proposed by the Purchaser is available in the Contract/Purchase Order, the same unit rate/rate shall be used as cost for such change.
 - If the required item/cost for change(s) proposed by the Purchaser is not available in the Contract/Purchase Order, the Purchaser reserves the right to get the detailed break up with valid documentary evidence from the *Contractor/LSP*. *Contractor/LSP* shall provide the details asked by the Purchaser within the stipulated time. Purchaser and *Contractor/LSP* shall mutually agree on such cost for change within reasonable time from the date of such change proposed by the Purchaser.

17. Extension of Time (due to LSP)

- In the event, the completion time cannot be adhered to for any cause(s) attributable to the LSP, an application for extension of time with sufficient reasons shall be made by the LSP to the Purchaser. If failure, on the part of the LSP 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 19. The LSP shall *not become entitled to receive additional payment towards escalation or increased statutory levies* (if any) beyond the contractual delivery date / completion time.
- If the LSP fails to apply and secure extension of contract delivery date(s) (before effecting the dispatch of the items as in the Contract) acceptance of such services by the Purchaser, shall not entitle the LSP 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.

18. Delay in delivery dates/completion time

Should the LSP fails to comply with contractual delivery dates/completion time and the reasons for such failures are attributed to the LSP, it shall be construed as a breach of the order and the Purchaser shall be entitled at his option to the following: -

- To receive the deliverable items under the Order after prescribed date of delivery with the right to recover the Liquidated Damages as per the clause 19.
- To terminate the total Order, as per clause 10, in case the liquidated damages (as per clause 19) recovered from the LSP reaches maximum value. However, the Purchaser will inform in writing one month in advance to the LSP before exercising this clause.

19. Liquidated Damages

- If the LSP fails to organize transport and/or fails to deliver the items within the time specified in clause No. 5 Duration as per Part-A(I) and the delay or part thereof is attributable to the LSP, the Purchaser shall recover from the LSP as liquidated damages for delay, sum of half percent (0.5 percent) of the Purchase Order basic price per week of delay or part of the week of delayed period that is attributable to the LSP. The total liquidated damages shall not exceed five percent (5%) of the GeM Order price.
- Items will be deemed to have been delivered only when all its items 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.
- However, the payment of liquidated damages shall not in any way relieve the LSP from any of its obligations to complete the supplies and work scope or from any other obligations and liabilities of the LSP under the Purchase Order/GeM Order.

20. Evaluation Criterion:

Sr. No.	Evaluation Criteria (EC)	Documentary proof to be submitted
1	The Logistics Service Provider (LSP) shall be a Company/LLP/Partnership Firm/Proprietorship registered with the Registrar of Companies/Concerned Authority in India.	Valid Company/LLP/Partnership Firm/Proprietorship registration certificate.
2	The bidder (together with tie-up/MoU/Joint Venture/Agreement	Unpriced Purchase order copies with proof of handling of cargoes by the bidder with

	partner) shall have experience of handling of ship in Germany and road cargoes in India (experience of at least one project during the last 5 years from the GeM bid date).	their tie-up/MoU/Joint Venture/Agreement partner in following categories (at least one experience in each category); 1) Ship cargo from Germany to India 2) Road transport in India
3	The bidder shall have valid ISO 9001:2015 or own Quality Management System (QMS)	Valid ISO 9001:2015 certificate or proof of own QMS
4	No negative net worth of bidder as on 31st March 2022	Bidder shall submit audited balance sheet or CA certified audit report as on 31st March 2022

21. Bidder from country sharing land border with India and Make In India (MII) provisions

- a) Any bidder from a country that shares a land border with India(i) , excluding countries as listed on the website of the Ministry of External Affairs(ii) , 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 Bidder is registered(iii) with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard as per Annexure A5. (i) <https://mea.gov.in/india-and-neighbours.htm> (ii) <http://meadashboard.gov.in/indicators/92> (iii) <https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct 2020.pdf>
- b) 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
- c) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate as per Annexure A5.



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- d) 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.

Make In India (MII)

- (1) Preference to Make In India products: Preference shall be given to Class 1 local supplier/Service Provider as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause. (Minimum 50% & 20% local contents require for qualifying as Class I & Class II local supplier respectively). Format is given in Annexure-A4 for MII certificate

List of Annexures

1. Annexure A1 – Non-Disclosure Agreement (NDA)
2. Annexure A2 – Un-Price bid Format
3. Annexure A3 –Acceptance of Tender and undertaking for Partnership agreement and Task order
4. Annexure A4- Self-Certification under preference to Make in India order
5. Annexure A5 – Self Declaration under Rule 144(xi) of the General Financial Rules 2017

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



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Annexure-A1: 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)



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Annexure-A2: UNPRICE BID FORMAT

(To be submitted by the Bidder without mention of any price quoted)

Sr. No.	Description	Multimodal (Sea + Road route) till ITER-India, IPR (delivery point) Quoted (Tick/keep as applicable)
1.	Sea transportation charges from FOB Hamburg Sea port, Germany to any Indian Sea Port	Yes/No
2.	Unloading charges at Indian Sea Port	Yes/No
3.	Custom Clearance at Indian Sea Port	Yes/No
4.	Road Transportation from Indian Sea Port to delivery point including unloading at delivery point	
5.	Ad valorem Insurance charges	Yes/No
6.	Total (sr.no. 1 to 5)	Yes/No
7.	Taxes and Duties applicable in India (please specify)	To specify
8.	Total including taxes (INR)	Yes/No

Note

- 1) L1 will be derived based on price in sr. no. 8.
- 2) Any other actual charges at port related to the terminal handling, water front, custom inspection, storage charges, detention/demurrage charges etc. attributed solely to the Purchaser on production of valid documentary proof.
- 3) No taxes and duties of any other country except India shall be paid by the Purchaser.

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



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Annexure-A3 Acceptance of Tender

(This form should be printed on bidder's letter head duly signed, stamped and sent by the bidder along with Technical Bid)

From:

Date:

Name and address of Applicant Bidder

Name of Contact Person

Contact Number (Tel. no., mobile no., Fax no., E-mail)

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@iter-india.org

Subject : Acceptance of Part-A of the Tender

Ref. : Tender No.:

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the GeM
2. I / We hereby certify that I / we have read the entire tender documents i.e. Technical Specifications, scope of work (Part-A(I)), Terms & Conditions (Part-A (II)) and Price bid format (Part-B) 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 Specifications, scope of work, scope of supply, drawings and other details as per Part-A (I) and the Terms & Conditions as per Part-A (II) of the tender.



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☐ We accept all the Technical Specifications, scope of work, scope of supply, drawings and other details as per Part-A (I) and the Terms and Conditions as per Part-A (II) of the tender, **except following deviations.**

List of deviations attached as an enclosure to this letter.

5. Indian sea port considered in our bid is _____
6. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
7. 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 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 tender document with no deviation.

Signature_____



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

Certificate

(to be printed in letter head)

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 as amended from time to time and as applicable on the date of submission of tender/enquiry, we hereby certify that we M/s _____ are Class I local supplier/ Class II local supplier/Non-Local supplier and quoted item/service against ITER-India Enquiry/Tender No. Dated has/have local content i.e., ____%. Details of location at which local value addition will be made as follows:

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

Thanking You

Signature with date:

Name:

Designation:

Official Seal



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इटर-इण्डिया, प्लाज़्मा अनुसंधान संस्थान

ITER-India, Institute for Plasma Research

ब्लॉक ए, संग्गाथ स्काइज़, भाट – मोटेरा रोड, कोटेश्वर, अहमदाबाद – 380 005, गुजरात, भारत

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

Annexure-A5: Self Declaration (On company letter head) (Along with supporting documents, if any)

Tender No:

Tender Title:

Bidder's Name: _____ (Address and contact details)

Bidder's Offer No. _____ Date: _____

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 a 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;*
- (a) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

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 with date)

(Name and designation) Duly authorized to sign Bid for and on behalf of

(Name & address of the Bidder and Seal of Company)