



**ITER-India**  
**(Institute For Plasma Research)**

Tender Notice No.

I-ITN19001

|                  |  |
|------------------|--|
| <b>Title</b>     | <b>Tender No. I-ITN19001 dated 23-04-2019 for<br/>Supply of PCBs and assemblies of RF Amplifier System</b> |
| <b>Sub Title</b> | <b>PART-A (III): Terms and Conditions of the<br/>Contract/Purchase Order</b>                               |

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





Title: Supply of PCBs and assemblies of RF Amplifier System

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| Distribution list | Interested Bidders |
|-------------------|--------------------|

|                         |                         |                         |
|-------------------------|-------------------------|-------------------------|
| 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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<http://www.iter-india.org>





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**Amendment Record**

| <b>Date<br/>dd/mm/yyyy</b> | <b>Description of Changes</b> | <b>Version No.</b> | <b>Changes<br/>made by</b> |
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## Abbreviations

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### **A**

*ABG · Advance Bank Guarantee*

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### **B**

*BG · Bank Guarantee*

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### **H**

*HDFC · Housing Development Finance Corporation*

*HP · Hold Point*

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### **I**

*ICICI · Industrial Credit and Investment Corporation of India*

*IDBI · Industrial Development Bank of India*

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### **L**

*LD · Liquidated Damages*

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### **N**

*NP · Notification Point*

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### **P**

*PBG · Performance Bank Guarantee*

*PLR · Prime Lending Rate*

*PM · Project Manager*

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### **S**

*SBI · State Bank of India*

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### **T**

*TDS - Tax Deducted at Source*

*TRO · Technical Responsible Officer*


## 1 Terms and Conditions of the Contract/Purchase Order (TCC)

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

### 1.1 Definitions and Interpretations

#### 1.1.1 Definitions

- (a) **“BID” or “TENDER” or “QUOTATION”** shall mean the tender, offer and quotation in response to the tender enquiry/notification.
- (b) **“BIDDER” or “TENDERER” or “VENDOR”** shall mean the entity who seeks to supply the specified goods / Items 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 and accepted by the Purchaser.
- (d) **“CONTRACT / PURCHASE ORDER”** shall mean the communication or document signed for and on behalf of the Purchaser by an Officer duly authorized confirming the acceptance, for and on behalf of the Purchaser, 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 / Supplier for supply of items and any subsequent amendments there to made on the basis of mutual agreement.
- (e) **“CONTRACTOR / SUPPLIER”** shall mean the firm or company with whom or with which the Contract/Purchase Order for “Supply of PCBs and assemblies of RF Amplifier System” is placed and shall be deemed to include the Contractor/Supplier's legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Contract/Purchase Order/Purchase Order.
- (f) **“CONTRACTOR RELEASE NOTE (CRN)/DISPATCH CLEARANCE (DC)”** shall mean the document approved by Purchaser authorizing the Contractor/Supplier to release the Items for shipment.
- (g) **“DAY” or “DAYS”** shall mean a Gregorian calendar day or days of twenty-four (24) hours each.
- (h) **“DELIVERABLES”** shall mean all the Items, Products, Components, Services, Documentation that are part of the scope of work and scope of supply as defined in this Tender Part-A(II).
- (i) **“EFFECTIVE DATE OF CONTRACT/PURCHASE ORDER” or “COMMENCEMENT DATE OF CONTRACT/PURCHASE ORDER”** shall mean the date of Letter of Intent (LoI) on which the Contract/Purchase Order shall come into force.
- (j) **“FACTORY ACCEPTANCE”** shall mean acceptance of items at factory as described in Part-A (II)
- (k) **“FINAL ACCEPTANCE”** shall mean acceptance of items at on-site as per “Site Acceptance” Part-A (II)

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- (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/Supplier has agreed to supply and provide under the Contract / Purchase Order deliverables as specified in the Contract/Purchase Order (as per Part-A of this tender).
- (n) **“MILESTONE”** shall mean a scheduled or planned event or activity that indicates the completion of a major deliverable event or activity of the contract/purchase order that is measurable and observable.
- (o) **“MONTH”** shall mean a month according to Gregorian calendar.
- (p) **“ON-SITE”** shall mean the place(s) where the deliverables shall be delivered by the Contractor / Supplier i.e.

ICRH Lab (3rd Floor - Height – 13.725 meters),  
 ITER-India Lab building  
 Institute for Plasma Research Campus  
 Bhat, Gandhinagar-382428  
 Gujarat, India

- (q) **“PARTY”** shall mean either the PURCHASER or the CONTRACTOR/SUPPLIER
- (r) **“PARTIES”** to the Contract/Purchase Order are the Contractor/Supplier and the Purchaser named in the Contract/Purchase Order.
- (s) **“PRICE”** shall mean the prices quoted by the bidder in his bid proposal for the entire scope of supply and scope of work as per the specifications as defined in Part-A of this tender.
- (t) **“PROJECT DIRECTOR”** shall mean Project Director of ITER-India, who is appointed by a competent authority.
- (u) **“PROJECT MANAGER” or “PM”** shall mean the person authorized to act as Project Manager (PM) by a competent authority of ITER-India.
- (v) **“PURCHASER”** shall mean ITER-India (IPR), acting through the Project Director or his authorized representative.
- (w) **“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/Purchase Order.
- (x) **“QUALITY SURVEILLANCE ENGINEER/INSPECTOR”** shall mean any person appointed by or on behalf of the Purchaser to inspect or carry out quality surveillance on Items/supplies, equipment or work under the Contract/Purchase Order or any person deputed by Purchaser for the said purpose.
- (y) **“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 any manufacturing process/inspection/conformity assessment is subcontracted by the Contractor/Supplier and includes its legal successor or permitted assignees, and unless otherwise stated, all the sub-

contractors and suppliers to such person and the term sub-contract shall be construed accordingly.

- (z) **“TECHNICAL RESPONSIBLE OFFICER (TRO)”** shall mean the person nominated by the Purchaser to carry out all technical functions concerning the Contract/Purchase Order including inter-alia review of technical documents, post Contract/Purchase Order technical follow up and such other technical functions with the approval of Project Manager.
- (aa) **“THIRD PARTY”** shall mean the party authorized to carry out the assigned inspection/testing on behalf of the Purchaser.
- (bb) **“TOTAL CONTRACT/PURCHASE ORDER VALUE” or “TOTAL CONTRACT/PURCHASE ORDER PRICE”** shall mean the total price as mentioned in the Contract/Purchase Order i.e. it is the Contract/Purchase Order price excluding taxes, duties and levies (if any)
- (cc) **“UNIT RATE”** shall mean the rate quoted by the bidder on per unit basis, which will be used for addition or deletion purposes.
- (dd) **“WARRANTY PERIOD”** shall mean the period during which the Contractor/Supplier 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/Purchase Order.

#### 1.1.2 Interpretations

- (a) In the Contract/Purchase Order, except where the context requires otherwise:
- Words indicating one gender include all genders;
  - Words indicating the singular also include the plural and words indicating the plural also include the singular;
  - Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
  - The word “tender” is synonymous with “bid”, “tenderer” with “bidder” and “tender documents” with “bidding documents”;
  - “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 General Conditions of Contract/Purchase Order.
- (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/Purchase Order constitutes the entire agreement between the Purchaser and Contractor/Supplier with respect to the subject matter of Contract/Purchase Order and includes all written communications, negotiations and agreements of parties with respect thereto made prior to the date of contract/Purchase Order that are included as reference in the Contract/Purchase Order.

## 1.2 General provisions of the contract/Purchase Order

### 1.2.1 Language

- 1.2.1.1 The ruling language of the Contract/Purchase Order and language for documentation and communication shall be English.

### 1.2.2 Governing Law

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

### 1.2.3 Jurisdiction

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

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

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

### 1.2.5 Publicity

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

### 1.2.6 Confidentiality and Secrecy

- 1.2.6.1 All information, including but not limited to, specifications, drawings and designs that are imparted to the Contractor/Supplier, shall at all times, remain the absolute property of the Purchaser. The Contractor/Supplier shall not use them for purposes other than for which they are provided for, and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.
- 1.2.6.2 All information, drawings, documents, specifications, datasheets and other related documents forming part of the enquiry, tender or contract/Purchase Order are property of the Purchaser and shall not be used for any other purpose, except for execution of the contract/Purchase Order. All rights, including rights in the event of grant of a patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/ or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever, without the Purchaser's prior consent in writing, except to the extent required for the execution of this contract/Purchase Order. This technical information, drawings, specifications and other related documents shall be returned to the Purchaser with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.
- 1.2.6.3 The Contractor/Supplier shall use his best endeavours to ensure that such information are not divulged to third parties except where needed for the performance of the contract/Purchase Order by the Contractor/Supplier with the prior consent of the Purchaser. In such cases, the Contractor/Supplier shall ensure and obtain similar obligation of confidence, from other parties in question.

- 1.2.6.4 The BTP design provided under this tender is a property of ITER-India. The bidder shall keep in confidence all information, data, design, drawings, documents etc. exchanged/obtained under this tender and shall not disclose the same to any third party without prior written consent of ITER-India. A confidential/ non-disclosure agreement shall be signed between the Contractor/Supplier and the Purchaser as per the attached **Annexure-4**.
- 1.2.6.5 The Contractor/Supplier shall at his own cost procure from his own employees, agents, suppliers or sub-contractors (and agents, suppliers and sub-contractors of such agents, suppliers and sub-contractors) all such acts, deeds and things to cause such employees, agents, suppliers and sub-contractors to whom the confidential information is given, to be bound by similar confidentiality obligations as the Contractor/Supplier is bound under this Agreement.
- 1.2.6.6 In the event of any breach of this provision, the Contractor/Supplier 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.

### 1.3 The Purchaser

#### 1.3.1 Permits, Licenses or Approvals

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

#### 1.3.2 Purchaser's representatives

- 1.3.2.1 The **Project Director**, as mentioned in the Contract/Purchase Order, shall act as an authority who can take all decisions related to this Contract/Purchase Order.
- 1.3.2.2 The **Project Manager**, as mentioned in the Contract/Purchase Order, 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/Purchase Order
- 1.3.2.3 The **Technical Representative Officer**, as mentioned in the Contract/Purchase Order, will be Purchaser's representative to carry out all technical functions concerning the contract/Purchase Order including inter-alia review of technical documents, post Contract/Purchase Order technical follow up and such other technical functions with the approval of project manager.
- 1.3.2.4 **The Purchase Officer** as mentioned in the Contract/Purchase Order is the Purchaser's representative for all commercial matters of the Contract/Purchase Order and act as a **Commercial Coordinator**.

### 1.4 The Contractor/Supplier

#### 1.4.1 Permits, Licenses or Approvals

- 1.4.1.1 The Contractor/Supplier shall, at his own cost, acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service

undertakings that are necessary for the performance of the Contract/Purchase Order. The Contractor/Supplier shall also acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser as per clause 1.3.1 (Permits, licenses or approvals) hereof and that are necessary for the performance of the Contract/Purchase Order.

#### 1.4.2 Compliance with law

- 1.4.2.1 The Contractor/Supplier shall comply with all laws in force in India and in the countries / states where the items/equipment are manufactured. The Contractor/Supplier 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/Supplier or its personnel, including the sub-contractors and their personnel.

#### 1.4.3 Contractor/Supplier's representative

- 1.4.3.1 The Contractor/Supplier shall appoint the Contractor/Supplier's key representatives , who are responsible for execution of managerial, technical and commercial aspects of the Contract/Purchase Order . The details of the Contractor/Supplier representatives including their roles and responsibilities shall be intimated to the Purchaser before signing of the contract/Purchase Order.
- 1.4.3.2 The Contractor/Supplier's representatives shall represent and act for the Contractor/Supplier at all times during the tenure of the contract/Purchase Order. All notices, instructions, information and all other communications to be given by the Purchaser to the Contractor/Supplier under the Contract/Purchase Order shall be given to the Contractor/Supplier's representative(s), except as herein otherwise provided.
- 1.4.3.3 The Contractor/Supplier shall promptly inform the Purchaser if there is any change in the Contractor/Supplier's representative personnel or their designated roles towards this Contract/Purchase Order. In the absence of timely information regarding change of personnel or their designated roles from the Contractor/Supplier, the resulting damages/liabilities if any, shall not be attributable to the Purchaser.
- 1.4.3.4 During the Contract/Purchase Order period, to carry out some activities listed in scope of work, the Contractor/Supplier needs to deploy his manpower at the Purchaser's office at the Contractor/Supplier's risk and cost. For this, the Purchaser will not provide any facility except office space, electricity, water and will not provide any local hospitality like lodging, transportation, food, etc.

#### 1.4.4 General obligations

- 1.4.4.1 The Contractor/Supplier shall design (to the extent specified in the scope), procure / manufacture (including associated purchases and/or sub-contracting), and supply the Items with due care and diligence in accordance with the contract/Purchase Order and with the Purchaser's instructions, and shall remedy any defects in the supplies occurring in warranty period.
- 1.4.4.2 The Items supplied by the Contractor/Supplier shall be of brand new with the best quality and workmanship and shall comply in all respects with particulars of the scope & technical specifications as per the Contract/Order.
- 1.4.4.3 The Contractor/Supplier shall be deemed to have carefully examined all Contract/Purchase Order documents and obtained clarifications from the Purchaser where needed, the quantities and nature of work and material necessary for the

completion of the Contract/Purchase Order, all necessary information for risks, contingencies and other. The price quoted in the price-bid format (Part-B), which rate and prices shall, except as otherwise provided, cover all his obligations under the contract/Purchase Order and all matters and things necessary for the proper completion of the supplies. The Contractor/Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully supplying the items. No claim on his part which may arise on account of non-examination or misunderstanding of the particulars and/or matter related to site will, in any circumstances, be considered payable by the Purchaser.

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

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

#### 1.4.6 Alteration of specifications and drawings

- 1.4.6.1 The Purchaser reserves the right to alter specifications and drawings, whenever necessary. As from that date, the supplies shall be in accordance with the specifications and drawings so altered which the Contractor/Supplier is bound to comply with.
- 1.4.6.2 In the event of such alteration involving a revision in the cost, or delay in the milestone achievement date, the same shall be discussed and mutually agreed.

#### 1.4.7 Codes and Standards

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

## 1.5 Contract/Purchase Order Work Scope and Completion Time

### 1.5.1 Scope of Work, Scope of Supply and Specifications:

Part-A(II) of this tender specifies the **scope of work, scope of supply, testing and technical specifications** of deliverables to be covered under this Contract/Purchase Order.

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/Supplier without extra charge to the Purchaser, the systems supplied shall be complete in all respects.

### 1.5.2 Delivery Dates and Completion Time

1.5.2.1 Delivery of all the items to be made **within 52 weeks (01 year)** from the effective date of Contract/Purchase Order.

1.5.2.2 **The date of delivery and time for completion stipulated in the Contract/Purchase Order shall be deemed to be the essence of the Contract/Purchase Order.** Delivery and work completion must be accomplished within the dates/durations specified in Delivery Schedule.

Bidder should submit detailed realistic schedule along with bid considering all activities mentioned in the below delivery schedule.

**Table-1: Delivery Schedule**

| Sr. No | Activity Milestones   | Required Duration | Bidder's Compliance |
|--------|---|-------------------|---------------------|
| 1.     | P.O. date   | T0                |                     |
|        | Bench mark supply   |                   |                     |
| 2.     | Submission of SUD by Bidder   | T1= T0 + 2 weeks  |                     |
| 3.     | Delivery of amplifier module (02 Nos), 2-way lumped combiner (01 Nos), 48 V/200 A DC power supply (01 Nos), 12 V/200 A DC power supply (01 Nos) to ITER-INDIA lab, IPR. | T2 =T1+18 weeks   |                     |
| 4.     | Assembly & wiring of low power section with driver amplifier. Delivery to ITER-INDIA lab, IPR   |                   |                     |
|        | Final supply  |                   |                     |
| 5.     | Factory acceptance test   | T3 =T2+26 weeks   |                     |
| 6.     | Shipment and delivery to ITER-India   | T4=T3+2 weeks     |                     |
| 7.     | Final acceptance test at ITER-India lab   | T5=T4+ 4 weeks    |                     |

1.5.2.3 The date of the final acceptance note issued by the Purchaser after successful completion of Site acceptance tests at ITER-India Lab shall be considered as completion time.

## 1.6 Bank Guarantees

### 1.6.1 Security Deposit (SD)


1.6.1.1 Within three weeks from the date of signing of Contract/Purchase Order, the Contractor/Supplier shall submit an irrevocable Bank Guarantee (BG) equal to 10% (ten

percent) of total Contract/Purchase Order value on a non-judicial stamp paper, as “Security Deposit” towards satisfactory execution and performance of the Contract/Purchase Order.

- 1.6.1.2 For the BG towards the security deposit is issued by an Indian bank, it shall be from State Bank of India (SBI) /from any other Nationalized Bank /from one of the banks namely ICICI, HDFC, AXIS and IDBI. The format of the Security Deposit is given in **Annexure-1**.
- 1.6.1.3 The Bank Guarantee shall remain valid till the expiry of (60) sixty days from the final acceptance of Items under this Contract/Purchase Order. If need arises, the Contractor/Supplier shall extend the validity of the Bank Guarantee for suitable period at his expenses.
- 1.6.1.4 If the Contractor/Supplier fails to provide the Security Deposit, within the period as specified in clause no. [1.6.1.1](#) such failure shall constitute a breach of Contract/Purchase Order and the Purchaser shall be entitled to cancel the Contract/Purchase Order and make alternate arrangements for the purchase of contracted items from other sources at the risk and expenses of the Contractor/Supplier and recover from the Contractor/Supplier the damages arising from such cancellation.
- 1.6.1.5 In the event, the Contractor/Supplier fails to fulfil any of the obligations under the Contract/Purchase Order; the Purchaser shall have the right to encash the Security Deposit.
- 1.6.1.6 Where the Contractor/Supplier fails to maintain the Contractual delivery date/completion time, the Contractor/Supplier shall extend the validity of Bank Guarantee(s) suitably to cover the extended/expected delivery date or completion time, failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the Contract/Purchase Order.
- 1.6.1.7 Upon satisfactory execution of the Contract/Purchase Order, the original Bank Guarantee (s) shall be returned to the Contractor/Supplier on receipt of a request from the Contractor/Supplier.
- 1.6.1.8 No interest shall be payable on security deposit amount till it is retained by Purchaser in terms of Contract/Purchase Order.

#### 1.6.2 Performance Bank Guarantees (PBGs)

- 1.6.2.1 The Contractor/Supplier shall furnish to the Purchaser an interest free Performance Bank Guarantee (PBG) for 10% value of Contract/Purchase Order by way of providing a Bank Guarantee from one of the banks mentioned in clause [1.6.1.2](#) on a non-judicial stamp paper for the satisfactory performance of the Items supplied against the Contract/Purchase Order. The Performance Bank Guarantee (PBG) will be effective from the date of successful completion of Final acceptance test and shall remain in force two months beyond the warranty period mentioned in the Contract/Purchase Order.
- 1.6.2.2 In the event that the Bank Guarantees needs extension, the Contractor/Supplier shall extend the validity of PBG for suitable period at his expenses. On the performance and completion of all contractual obligations including warranty, the original PBG shall be returned to the Contractor/Supplier without any interest on receipt of a request from the Contractor/Supplier. The Performance Bank Guarantee format is given in **Annexure-3**.

|   |   |                   |
|---|---|-------------------|
|  | Title: Supply of PCBs and assemblies of RF Amplifier System | Tender Notice No. |
|   |   | I-ITN19001        |

### 1.6.3 Bank charges

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

## 1.7 Contract/Purchase Order Price, Payment and Recoveries

### 1.7.1 Terms of Prices

- 1.7.1.1 The unit prices for this Contract/Purchase Order shall be **firm with no price variation** during the validity and extended validity of this Contract/Purchase Order. Break-up of price should be furnished.
- 1.7.1.2 Prices are required to be quoted according to the units indicated in the Price Bid. When quotations are given in terms of units other than those specified in the Price Bid, relationship between the two sets of units must be furnished.
- 1.7.1.3 Cost for travel, accommodation, lodging and other expenses which will be necessary for execution of the Purchase Order will be borne by respective parties.

### 1.7.2 Basis of Delivery

- 1.7.2.1 The price quoted should be inclusive of packing and forwarding and on Free Door Delivery basis at ITER-India On site address. Please refer clause no. [1.10.2](#) for details of “delivery address”.

### 1.7.3 Taxes and Duties

- 1.7.3.1 The price quoted should be exclusive of all applicable Indian taxes, levies, duties which are to be mentioned separately in the Price Bid (Part-B) at the prevailing rates.
- 1.7.3.2 **GST registration:** Bidder shall submit a copy of GST Registration certificate along with the bid.
- 1.7.3.3 GST will be extra as applicable at the prevailing rates. ITER-India, IPR is entitled to avail benefit of concessional rate of GST@5% against submission of exemption certificate under below mentioned notifications by the Purchaser:
  - a) Integrated Tax (IGST) as per Notification by Department of Revenue, Ministry of Finance, Govt. of India Notification No. 47/2017 - Integrated Tax (Rate) dated 14<sup>th</sup> November, 2017
  - b) Central Tax (CGST) as per Notification by Department of Revenue, Ministry of Finance, Govt. of India Notification No. 45/2017-Central Tax (Rate) dated 14<sup>th</sup> November, 2017
  - c) State Tax (SGST) as per Finance Department, Govt. of Gujarat Notification No. 45/2017 – State Tax (Rate) dated 15<sup>th</sup> November, 2017
- 1.7.3.4 Tax Deducted at Source (TDS) or any other leviable taxes and or duties:
  - 1.7.3.4.1 TDS at the prevailing rate as per GST Act will be deducted from the supplier's invoice(s). A TDS certificate (Form GSTR-7A) will be issued to this effect.
- 1.7.3.5 **Custom Duty** - ITER-India is exempted from payment of Customs Duty. 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 to Indian Supplier/Contractor for materials and bought out items, which are part and deliverables to this Purchase Order. Purchaser shall neither

issue customs duty exemption certificate nor reimburse the customs duty paid by the Supplier for the items/components/machines & tools purchased by the Supplier which are not a part/deliverable of the Purchase Order. List of materials and bought out items to be imported to India for this tender shall be submitted by the Indian bidder along with the bid submission. This List should include description of items and tentative quantity. The Indian Supplier shall furnish priced purchase order copy of all items being imported for this Order at least 60 days before actual import. Copy of L/C wherever applicable, shall also be furnished by the Indian Suppliers if the purchase of such components being imported to India, have been bought through L/C. Indian Supplier has to maintain the list of all the Raw materials purchased, consumed and scrap for this order, in case the Custom Duty exemption is availed. Any proceeds received on the left out portion/scrap etc. of goods cleared through customs authority under the custom duty exemption provided by the Purchaser, applicable amount shall be given by the Indian supplier either to Customs authority or to ITER-India on demand from the Purchaser/customs authority. All expenses, except customs duty, towards procurement of the imported materials should be borne by the Indian Supplier.

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

#### 1.7.4 Mode of Payment and Payment Schedule:

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

1.7.4.1 **Mode of Payment:** Payment shall be made through RTGS/NEFT in INR within 30 days from the date of acceptance against each payment milestone as per [Table-2](#) and on receipt of invoice complete in all respects. Necessary mandate form for RTGS/NEFT will be provided at the time of Contract/Purchase Order.

1.7.4.1.1 Wherever, advance payment is involved, it will be made subject to submission of Bank Guarantee (BG) for an equivalent amount from State Bank of India (SBI) / any Nationalized bank or one of the banks mentioned in bracket (ICICI, IDBI HDFC, AXIS). BG for advance payment should be furnished by Contractor/Supplier as per format given in **Annexure-2**.

1.7.4.1.2 Release of payment shall be subject to:

- i. Signing of Contract/Purchase Order
- ii. Submission of Security Deposit as specified (refer: [1.6.1](#))
- iii. Submission of Advance Bank Guarantee (ABG) as specified

#### 1.7.4.2 Payment Schedule

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

**Table-2: Payment Schedule:**

| Sr. No. | Milestone          | % of basic Contract/ Purchase Order value | List of documents to be submitted |
|---------|--------------------|---|-----------------------------------|
| 1       | Advance against BG | 10%                                       | 1. Proforma Invoice in triplicate |

|   |  |   |   |
|---|--|---|---|
|   |  |   | 2. Advance Payment bank guarantee of equivalent amount valid for a period till delivery of items.   |
| 2 | Successful delivery and acceptance of Bench mark supply as per Part-A(II)  | 10% + 100% taxes and any other charges, if applicable | 1. Original GST Invoice in triplicate<br>2. Delivery Challan in triplicate<br>3. Duly consignment receipted copy of Lorry Receipt<br>4. Despatch clearance note issued by the Purchaser<br>5. Note issued by ITER-India for acceptance  |
| 3 | Successful delivery and acceptance of low power section with driver amplifier and control cards  | 10% + 100% taxes and any other charges, if applicable | 1. Original GST Invoice in triplicate<br>2. Delivery Challan in triplicate<br>3. Duly consignment receipted copy of Lorry Receipt.<br>4. Despatch clearance note issued by the Purchaser<br>5. Note issued by ITER-India for acceptance |
| 4 | Completion of Factory Acceptance Test and delivery of Final Supply as per Part-A(II) at ITER-INDIA lab   | 50% + 100% taxes and any other charges, if applicable | 1. Original GST Invoice in triplicate<br>2. Delivery Challan in triplicate<br>3. Duly consignment receipted copy of Lorry Receipt<br>4. Despatch clearance note issued by the Purchaser   |
| 5 | Successful completion of Final/Site Acceptance Test at ITER-INDIA and submission of all documents as per Part – A(II) against PBG for 10% of contract/Purchase Order value | 20%   | 1. Proforma Invoice<br>2. Note issued by ITER-India for successful completion of Final/Site Acceptance Test and<br>3. Performance Bank guarantee of 10% of Contract/ Purchase Order value.  |

1.7.4.2.2 Validity of Advance payment bank guaranty – Advance Bank Guaranty (against sr. no. 1 of Table-2) shall remain valid till 60 days beyond the delivery of all the Items.

#### 1.7.5 Recovery of advance payments in case of breach of Contract/Purchase Order

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

#### 1.7.6 Recovery of Sums Due

1.7.6.1 Wherever any claim for the payment of Liquidated Damages or loss suffered by the Purchaser arises in terms of money out of the Contract/Purchase Order against the Contractor/Supplier, the Purchaser shall be entitled to recover such sums from any due payment under the Contract/Purchase Order. 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/Supplier from this Contract/Purchase Order or any other Contract/Purchase Order with the Purchaser. Should this sum be not sufficient to cover the amount of damages or loss that may be recoverable, the Contractor/Supplier shall pay to the Purchaser on demand, amount due. Similarly if the Purchaser had made any claim against the Contractor/Supplier under this Contract/Purchase Order or any other Contract/Purchase Order with the Purchaser, the payment of all sums payable under the Contract/Purchase Order to the Contractor/Supplier 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/Supplier, 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/Supplier as per the terms of the Contract/Purchase Order.

#### 1.8 Inspections and Acceptance Tests

Refer Part-A (II) for more details regarding Inspection and acceptance test requirements.

##### 1.8.1 Manufacturing & Inspection Plan

1.8.1.1 The Purchaser's representative or an authorized third Party shall be entitled at all reasonable times during manufacturing to inspect, examine and test the material and workmanship of all items to be supplied under this Contract/Purchase Order at the Contractor/Supplier's /sub-contractor's/supplier's premises. However such inspection, examination and testing by Purchaser shall not release the Contractor/Supplier from his obligation under this Contract/Purchase Order. Refer Part-A(II) for more details.

1.8.1.2 If part of said items/systems/components are being manufactured at other premises (viz. subcontractor/supplier), the Contractor/Supplier shall obtain a permission for the Purchaser's representative to inspect, examine, and test as if the equipment were being manufactured on the Contractor/Supplier's premises.

### 1.8.2 Dispatch Clearance

### 1.8.3 Dispatch Clearance Note

- 1.8.3.1 Contractor/Supplier shall obtain a Dispatch Clearance Note on satisfactory pre dispatch inspection of Items/Systems from ITER-India before effecting the dispatch.

## 1.9 Packing & Labelling

### 1.9.1 Packing Instructions

- 1.9.1.1 The Contractor/Supplier shall pack and crate all items/deliverables for road transportation in a manner so as to protect it from damage and deterioration during transportation. The Contractor/Supplier shall be held responsible for all damages due to improper or poor packing.
- 1.9.1.2 Packing should be sturdy and rigid enough to withstand shocks and vibrations during transportation. The Contractor/Supplier shall provide suitable packing such as shock/vibration absorption material to avoid damage during transportation. The packing arrangement shall include (but not limited to) a necessary list of documentation and appropriate packing, markings, labelling, handling provisions for the items.
- 1.9.1.3 The Contractor/Supplier shall submit a detailed transportation scheme including packing details to the Purchaser in advance for the approval.

### 1.9.2 Marking & Labelling

- 1.9.2.1 All packages shall be clearly, legibly and durably marked for correct identification with uniform block letters (preferably with waterproof paint) on at least three sides with:
- Delivery address (as communicated)
  - Contract/Purchase Order Number and date
  - Net and gross weights
  - Sign showing 'SIDE UP'
  - Any handling and unpacking instructions, if considered necessary.
  - In case of spare parts, each spare part shall be clearly marked and labeled on the outside of its packing with its description and catalogue/part number.

## 1.10 Delivery Basis

- 1.10.1.1 The items shall be delivered to the purchaser's site (Delivery address given in 1.10.2.2) on free door delivery basis, freight paid and duly insured. All expenses including the freight insurance, loading, unloading of items at Purchaser's site and shifting of items within Purchaser's site for Final acceptance test are to the account of Contractor/Supplier.

### 1.10.2 Ultimate Consignee & Delivery Address:

- 1.10.2.1 The ultimate consignee of the Purchaser is:

The Purchase Officer, ITER-India, Ahmedabad

Phone: +91-79-23 26 96 56 / Fax: +91-79-23 26 95 01 or +91-79-23 26 95 91

E-mail: [purchase@iter-india.org](mailto:purchase@iter-india.org)

- 1.10.2.2 Delivery Address:



ICRH Lab (3<sup>rd</sup> Floor – Height – 13.725 meter),  
ITER-India Lab building  
Institute for Plasma Research Campus  
Bhat, Gandhinagar-382428  
Gujarat, India

1.10.2.3 Bill To:

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

1.10.3 Delivery Documents

1.10.3.1 The Contractor/Supplier shall supply the documents as per the list provided in **Appendix-X: Deliverable Documents of Part-A(II)**.

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

- a. Original GST Invoice in triplicate
- b. Delivery Challan in triplicate
- c. Duly consignment receipted copy of Lorry Receipt/MTD.
- d. Despatch clearance note issued by the Purchaser

1.10.3.3 The dispatch documents such as Invoice, Delivery Challan etc., shall bear the “Contract/Purchase Order Number”, “Contract/Purchase Order Date”, “Destination/Delivery address”

1.10.4 Delivery Inspection

1.10.4.1 The boxes/packages containing the deliverable items, received at the Purchaser’s site will be unloaded & unpacked by Contractor/Supplier’s representative in the presence of Purchaser’s representative for identifying the item & visually inspection for any loss/damage during transit.

1.10.5 Risk of Loss/damages

1.10.5.1 The Contractor/Supplier shall be responsible for risk of any loss or damages to deliverable items during transportation, till the Final Acceptance of complete system/deliverables at the Purchaser’s site (ITER-India Lab, Gandhinagar, Gujarat, INDIA).

1.11 Delay, Extension & Postponement

1.11.1 Extension of Time (due to Contractor/Supplier)

1.11.1.1 In the event, the contractual delivery dates cannot be adhered to for any cause(s) attributable to the Contractor/Supplier, an application for extension of time with sufficient reasons shall be made by the Contractor/Supplier to the Purchaser. If failure, on the part of the Contractor/Supplier 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 [1.11.3](#). The Contractor/Supplier shall not become entitled to receive additional payment towards escalation or increased statutory levies (if any) beyond the contractual delivery date / completion time.

- 1.11.1.2 If the Contractor/Supplier fails to apply and secure extension of Contract/Purchase Order delivery date(s) (before effecting the supply of the items as in the Contract/Purchase Order) acceptance of such supplies by the Purchaser, shall not entitle the Contractor/Supplier 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/Purchase Order delivery dates/Contract/Purchase Order completion date (clause [1.11.2](#)) will not be applicable or waiver of LD.

#### 1.11.2 Delay in delivery dates/completion time

- 1.11.2.1 Should the Contractor/Supplier fails to comply with contractual delivery dates and the reasons for such failures are attributed to the Contractor/Supplier, it shall be construed as a breach of the Contract/Purchase Order and the Purchaser shall be entitled at his option to the following:-

- 1.11.2.1.1 To receive the deliverable items under the Contract/Purchase Order after prescribed date of delivery with the right to recover the Liquidated Damages as per the clause [1.11.3](#).
- 1.11.2.1.2 To terminate the total Contract/Purchase Order, as per clause [1.18](#) in case the liquidated damages (as per clause [1.11.3](#)) recovered from the Contractor/Supplier reaches maximum value. However, the Purchaser will inform in writing one month in advance to the Contractor/Supplier before exercising this clause.

#### 1.11.3 Liquidated Damages (LD)

- 1.11.3.1 If the Contractor/Supplier fails to deliver the Benchmark Supply items and/or Final Supply items (as per Part-A(II)) within the time specified in **Table-1(Delivery Schedule)** and the delay or part thereof is attributable to the Contractor/Supplier, the Purchaser shall recover from the Contractor/Supplier as liquidated damages sum of half percent (0.5 percent) of the Contract/Purchase Order price for each calendar week of delay that is attributable to the Contractor/Supplier. The total liquidated damages shall not exceed five percent (5%) of the Contract/Purchase Order price.
- 1.11.3.2 However, the payment of liquidated damages shall not in any way relieve the Contractor/Supplier from any of its obligations to complete the supplies and work scope or from any other obligations and liabilities of the Contractor/Supplier under the Contract/Purchase Order.

#### 1.11.4 Force Majeure

- 1.11.4.1 Force Majeure is herein defined as any cause which is beyond the control of the Contractor/Supplier or the Purchaser, as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract/Purchase Order, such

as: Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.

1.11.4.1.1 Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.

1.11.4.1.2 Other Phenomena including but not limited to hostilities riots, civil commotion and declared lock-out in Contractor/Supplier's works.

1.11.4.1.3 Provided that Parties shall not be liable for delays in performing its obligations resulting from any Force Majeure causes as referred to/or defined above. The date of completion will subject to hereinafter provided, be extended by reasonable time even though such cause may occur after Contractor/Supplier's performance of his obligations has been delayed for other cause. However, the Contractor/Supplier is not entitled to increase in statutory levies that has come into force during the extended delivery period.

#### 1.12 Final Acceptance:

Final Acceptance i.e. Site Acceptance of the Items will be subject to the fulfilment of requirements given in Part-A (II).

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

##### 1.13.1 Rejection against Damages during Transit:

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

##### 1.13.2 Rejection before final acceptance:

1.13.2.1 In the event that any of the items/components supplied by the Contractor/Supplier are found defective in material or workmanship or not in conformity with the requirements of the Contract/Purchase Order specifications, before the final acceptance, the Purchaser shall reject the same and request the Contractor/Supplier in writing to repair or to replace the defective items free of cost to the Purchaser within a mutually agreed time period. However, such extension of time if any, shall be without prejudice to the Purchaser's right to recover liquidated damages as stipulated in clause [1.11.3](#).

##### 1.13.3 Accident Liabilities during onsite work

1.13.3.1 Contractor/Supplier and his sub-contractors shall insure its own personnel and tools & equipments deployed at Purchaser's site against all risk, such as injuries, loss of life etc. The Contractor/Supplier will be fully responsible for payment of compensation to its own personnel.

1.13.3.2 The Contractor/Supplier shall take all possible precautions and avoid damages to equipment/items/Purchaser's property during the execution of site work. In the event of loss or damage to Purchaser's property/any item(s)/equipment and/or injury or loss of life to Purchaser's personnel during the course of onsite work as a result of fault(s) in the items supplied under the contract/Purchase Order or due to the reasons attributable to the

Contractor/Supplier, then, the Contractor/Supplier will be fully responsible for such damages/losses and payment of appropriate compensation. The Contractor/Supplier agrees to relieve the Purchaser from all the liabilities under this clause.

#### 1.13.4 Limitation of liability

1.13.4.1 Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Contractor/Supplier to the Purchaser, whether in tort or otherwise, shall not exceed the total contract/Purchase Order price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.13.4.2 The Purchaser being a research institute, indirect losses, that is loss of production and loss of profit is not applicable.

#### 1.14 Indemnity

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

#### 1.15 Warranty, Defect Liability, Latent defect

##### 1.15.1 Warranty

1.15.1.1 The Contractor/Supplier shall warrant that the items supplied under this Contract/Purchase Order comply fully with the specifications laid down, for material, workmanship and performance. The items shall be new, unused and free from any defects.

1.15.1.2 The Contractor/Supplier shall provide a warranty covering repair or replacement of the Items up to 12 months from the date of final acceptance at On-Site. Warranty of (OEM) bought out items / procured components, if more than 12 months shall be intimated by the Contractor and will be applicable for all such items.

1.15.1.3 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/Supplier and within 60 days thereafter, setting forth details of such defects or failure and Contractor/Supplier shall forthwith make the defective supplies good or alter the same to make it comply with the requirements of the Contract/Purchase Order at his own cost.

1.15.1.4 A reasonable time limit for repair or replacement of defective item(s) under warranty shall be guaranteed by the Contractor/Supplier and agreed by the Purchaser.

1.15.1.5 The repair or replacement of items under warranty by the Contractor/Supplier shall be on Free Door Delivery basis at On-Site address as per clause no. [1.10.2.2](#). The Contractor/Supplier shall be responsible for taking the damaged items under warranty from On-site and after delivering the replaced item.

1.15.1.6 If any supplied item is repaired/replaced during the warranty period, the

Contractor/Supplier 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.

- 1.15.1.7 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/Purchase Order, the Contractor/Supplier shall remove and replace the defective component confirming in all respects to the stipulated specifications at the Contractor/Supplier's own cost.

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

- 1.15.2.1 If the Contractor/Supplier fails to repair or replace the damaged/defective items within the agreed time period during the warranty period, the Purchaser at his option either :

1.15.2.1.1 Replace or rectify such defective items and recover the actual costs so involved from the Contractor/Supplier

1.15.2.1.2 Acquire the defective items/Systems/components at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under Clauses [1.15](#) and [1.13](#).

If the Contractor/Supplier fails to make the required repairs/ replacement within mutually agreed time, then in pursuant to clause [1.15.2.1.1](#), 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/Supplier to the Purchaser or recovered by the Purchaser from the payment due to the Contractor/Supplier. 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.

#### 1.16 CHANGES

- 1.16.1.1 The Purchaser shall have the right to propose and order the Contractor/Supplier from time to time during the execution of the Contract/Purchase Order to make any change, modification, addition or deletion to, in or from the supplies (hereinafter called "Change"), provided that such change falls within the general scope of the supplies and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the supplies and the technical compatibility of the change envisaged with the nature of the supplies as specified in the Contract/Purchase Order.
- 1.16.1.2 The Contractor/Supplier may from time to time during its execution of the Contract/Purchase Order propose to the Purchaser any change that the Contractor/Supplier considers necessary or desirable. The Purchaser may at its discretion approve or reject any change proposed by the Contractor/Supplier.
- 1.16.1.3 Notwithstanding Clause [1.16.1.1](#) and Clause [1.16.1.2](#), no change made necessary because of any default of the Contractor/Supplier in the performance of its obligations under the Contract/Purchase Order and/or for Contractor/Supplier's convenience, shall be deemed to be a change and such change shall not result in any adjustment of the Contract/Purchase Order price or the time for completion.

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

1.16.1.4.1 If the required item/cost for change(s) proposed by the Purchaser is available in the Contract/Purchase Order, the same unit rate/rate shall be used as cost for such change.

1.16.1.4.2 If the required item/cost for change(s) proposed by the Purchaser is not available in the Contract/Purchase Order, the Purchaser reserves the right to get the detailed break up with valid documentary evidence from the Contractor/Supplier. Contractor/Supplier shall provide the details asked by the Purchaser within the stipulated time. Purchaser and Contractor/Supplier shall mutually agree on such cost for change within 90 days from the date of such change proposed by the Purchaser.

### 1.17 Foreclosure of Contract/Purchase Order

1.17.1.1 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/Supplier and the Contractor/Supplier 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/Purchase Order.

1.17.1.2 Upon receipt of the notice of foreclosure under sub-clause [1.17.1.1](#), the Contractor/Supplier shall either immediately or upon the date specified in the notice of foreclosure

- (a) 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.
- (b) Terminate all subcontracts, except those to be assigned to the Purchaser pursuant to sub-clause (d) (ii) below
- (c) Stop all further purchasing and/ or subcontracting activities related to work foreclosed.
- (d) In addition, the Contractor/Supplier, subject to the payment specified in sub-clause [1.17.1.3](#) shall
  - (i) supply to the Purchaser the parts of the items procured by the Contractor/Supplier up to the date of foreclosure
  - (ii) to extent legally possible, assign to the Purchaser all right, title and benefit of the Contractor/Supplier 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/Supplier and its subcontractors.

- (iii) Supply to the Purchaser all non-proprietary drawings, specifications and other documents prepared by the Contractor/Supplier or its subcontractors as at the date of foreclosure in connection with the supplies.

1.17.1.3 In the event of foreclosure of the Contract/Purchase Order under sub-clause [1.17.1.1](#), the Purchaser shall pay to the Contractor/Supplier the amount at Contract/Purchase Order rates, properly attributable to supplies completed and/or the parts of the items supplied by the Contractor/Supplier and accepted by the Purchaser as of the date of foreclosure. If such cost of items supplied and accepted is not readily available in the Contract/Purchase Order, same shall be mutually agreed between both the Parties.

## 1.18 Cancellation/Termination of Contract/Purchase Order

### 1.18.1 Termination of Contract/Purchase Order for default

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

1.18.1.1.1 If the Contractor/Supplier fails to supply/provide any or all of the deliverable items, within the time period(s) specified in the Contract/Purchase Order or any extension thereof granted by the Purchaser or within the period (10 weeks) till which the maximum LD amount is reached.

1.18.1.1.2 If the Contractor/Supplier fails to perform any other obligation(s) under the Contract/Purchase Order within the period specified in the Contract/Purchase Order or any extension thereof granted by the Purchaser

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

1.18.1.2.1 Forfeiture of Security deposit

1.18.1.2.2 Recovery of Liquidated Damages (LD) as per the Contract/Purchase Order.

1.18.1.2.3 To purchase from elsewhere, after (thirty) 30 days notice to the Contractor/Supplier, at risk and cost of the Contractor/Supplier, 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/Purchase Order in respect of the consignments not yet due for supply.

1.18.1.2.4 To cancel the total Contract/Purchase Order 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/Supplier.

1.18.1.3 In the event of action being taken under sub-clause [1.18.1](#) above, the Contractor/Supplier shall be liable for any loss which the Purchaser may sustain on that account.

Contractor/Supplier 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/Purchase Order by the Contractor/Supplier as provided in the Contract/Purchase Order.

1.18.1.4 If the Contract/Purchase Order is terminated as provided in clause [1.18.1](#), the Purchaser in addition to any other rights provided in the clause, may require the Contractor/Supplier 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/Supplier, the Contract/Purchase Order price of such completed items that are delivered to and accepted by the Purchaser.

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

#### 1.18.2 Termination of contract/Purchase Order for insolvency

If the Contractor/Supplier becomes bankrupt or otherwise insolvent or goes into liquidation, the Purchaser may, at any time, terminate the Contract/Purchase Order, by giving a written notice to the Contractor/Supplier, without compensation to the Contractor/Supplier, 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.

#### 1.18.3 Termination of contract/Purchase Order for convenience

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

#### 1.19 Precedence

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

#### 1.20 Settlement of disputes and Arbitration

##### 1.20.1 Settlement

1.20.1.1 Any disputes or difference arising out of or in connection with the Contract/Purchase Order shall be to the extent possible settled amicably between the parties involving management from either side within one hundred and twenty(120) days. If amicable settlement cannot be reached within one hundred and twenty (120) days, then all disputed issues shall be settled by Arbitration as per clause [1.20.2](#)

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

### 1.20.2 Arbitration

- 1.20.2.1 All disputes or differences arising out of or in connection with the Contract/Purchase Order including the one connected with the validity of the contract/Purchase Order or any part thereof, should be settled by bilateral discussions.
- 1.20.2.2 The Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Purchaser and Contractor/Supplier. In case, the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the Contractor/Supplier and whose decision shall be final and binding on both the parties. The sole Arbitrator shall have its seat in Ahmedabad or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. The Courts of Ahmedabad, Gujarat shall only have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the Contract/Purchase Order.
- 1.20.2.3 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.
- 1.20.2.4 The parties shall continue to perform their respective obligations under the Contract/Purchase Order during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

### 1.21 The Contract/Purchase Order

#### 1.21.1 Signing of Contract/Purchase Order:

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

#### 1.21.2 Amendments

Any amendment to the Contract/Purchase Order 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/Purchase Order, to be signed by both the Parties.

#### 1.21.3 Coming into Force (Effect of Contract/Purchase Order)

The Contract/Purchase Order shall come into force from the date of signing of Contract/Purchase Order.

## 2 Annexures

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

1. Annexure-1: Bank Guarantee (Security Deposit)
2. Annexure-2: Bank Guarantee (Advance Payment)
3. Annexure-3: Performance Bank Guarantee (PBG)
4. Annexure-4: Non-Disclosure Agreement

**Annexure-1: Bank Guarantee (Security Deposit)****(On non-judicial stamp paper of appropriate value)**

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

THIS DEED OF GUARANTEE 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/Supplier”) having its registered office at \_\_\_\_\_ have entered into a Contract/Purchase Order having Contract/Purchase Order value of INR. \_\_\_\_\_ (In words \_\_\_\_\_) with the Purchaser being Contract/Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ in accordance with the terms, specifications and conditions contained therein.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Bank hereby agrees unequivocally and unconditionally to pay within 48 hours, on demand, in writing from the Purchaser or any officer authorised by it in this behalf and without demur, any amount up to and not exceeding INR. \_\_\_\_\_ (Rupees \_\_\_\_\_) to the Purchaser on behalf of the Contractor/Supplier.
2. This guarantee is valid and binding upon the Bank till final acceptance of the Items under this Contract/Purchase Order and shall not be terminable or affected by notice of any change in this constitution of the Bank or of the firm of Contractor/Supplier or on account of any reason whatsoever.



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

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

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

For

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

Witnesses:

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

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

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



shall be a valid discharge of our liability for payment thereunder and the Contractor/Supplier(s) shall have no claim against us.

7. AND WE, \_\_\_\_\_ (Bank) hereby further agree that the decision of the said Project Director, ITER-India as to whether the Contractor/Supplier has committed breach of any such terms and conditions of the Contract/Purchase Order or not and as to amount of damage or loss assessed by the said Project Director as damage or loss suffered by the Purchaser/ITER-India on account of such breach would be final and binding on us.
8. WE \_\_\_\_\_ (Bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract/Purchase Order or to extend time of performance by the said Contractor/Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor/Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor/Supplier(s) or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor/Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.
9. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor/Supplier(s).
10. OUR GUARANTEE shall remain in force until \_\_\_\_\_ (two months beyond the delivery of last consignment) 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/Supplier”) entered into an Contract/Purchase Order bearing No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as “The Contract/Purchase Order”) with ITER-India (INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380005, Gujarat, India (hereinafter referred to as "The Purchaser") for the supply of \_\_\_\_\_ (hereinafter referred to as “the Equipment”).
2. AND WHEREAS under the terms and conditions of the contract/Purchase Order an amount of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) representing balance \_\_\_\_\_ percent payment out of the total value of the contract/Purchase Order of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) is to be paid to the Contractor/Supplier on the Final Acceptance of the Items and on the Contractor/Supplier furnishing a bank guarantee in a manner herein contained towards satisfactory performance of the equipment during warranty period, viz. 12 months from the date of Final Acceptance of the said equipment.
3. NOW WE, \_\_\_\_\_ (Name and Address of the Bank) in consideration of the promises and the payment of said sum of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) by the Purchaser to the Contractor/Supplier do hereby agree and undertake to pay to the Purchaser the amount due and payable under the guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or suffered by the Purchaser by reason of unsatisfactory performance of the equipment during the warranty period. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount 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/Supplier(s), in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present guarantee bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor/Supplier(s) shall have no claim against us for making such payment.
5. WE, \_\_\_\_\_ (Bank) hereby further agree that the decision of the Project Director, ITER-India as to whether the said equipment is giving satisfactory performance or not during the warranty period and as to the amount of damages suffered by the Purchaser on account of the unsatisfactory performance of the said equipment shall be final and binding on us.



6. AND WE, the \_\_\_\_\_ (Bank) do hereby agree that our liability hereunder shall not be discharged by virtue of any Contract/Purchase Order between the Purchaser and the Contractor/Supplier whether with or without our knowledge and/or consent or by reason of the Purchaser showing any indulgence or forbearance to the Contractor/Supplier whether as to payment, time for performance, or any other matter whatsoever relating to the contract/Purchase Order which but for this provision would amount to discharge of the surety under the law.
7. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor/Supplier(s).
8. OUR GUARANTEE shall remain in force until \_\_\_\_\_ (two months beyond the Contract/Purchase Order warranty period) and unless a claim under the guarantee is lodged with us on or before the above date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities thereunder.

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

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

For


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

address)

Witnesses:

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

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

|   |   |                   |
|---|---|-------------------|
|  | Title: Supply of PCBs and assemblies of RF Amplifier System | Tender Notice No. |
|   |   | I-ITN19001        |

#### Annexure-4: Non-Disclosure Agreement

CONTRACTOR/SUPPLIER agrees following points to maintain non-disclosure of proprietary and/or confidential information that are presented/referred in the ITER-India Contract/Purchase Order for “-----” vide Contract/Purchase Order 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/SUPPLIER 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/Purchase Order.

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

Date:

CONTRACTOR/SUPPLIER  
(Name and signature of responsible officer with SEAL)