**Bid Specific Additional Terms & Conditions (ATC)**

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

|  |  |
| --- | --- |
| **GeM Bid No.** | **GEM/2023/B/4204790** |
| **Title** | **Section-A: Scope of Supply, Scope of Work and Technical Specifications including Annexures**  **Section-B: Terms & Conditions of the Contract and Annexures** |

**ITER-India, Institute for Plasma Research**

**Block A, Sangath Skyz, Bhat-Motera Road, Koteshwar,**

**Ahmedabad 380005, Gujarat, India**



|  |  |
| --- | --- |
| **Title** | **Procurement, Supply, Transportation, Loading, Unloading, Fabrication, Fixing, Erection and Installation of structural steel roofing sheds over the air supply duct in ITER-India Lab Building 5th and 6th floor.** |
| **Subtitle** | **Section-A: Scope of Supply, Scope of Work and Technical Specifications including Annexures** |

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# **Introduction:**

## ITER-India Lab Building is multi-story building inside IPR campus, Near Indira Bridge, Bhat, Gandhinagar. ITER-India Lab Building has central air conditioning plant with supply air externally insulated ducting installed on the terrace i.e. 5th and 6th floor of the building. The steel roofing shed is required to protect air supply duct which are exposed to direct sun.

# **Abbreviations**

|  |  |  |
| --- | --- | --- |
| IPR | : | Institute for Plasma Research |
| IS | : | Indian Standard Codes |
| NABL | : | National Accreditation Board for Testing and Calibration Laboratories |
| SOQ | : | Schedule of Quantities |

# **Scope of Work**

## Scope of work include procurement and Supply of material require for roofing sheds, Transportation, Loading, Unloading, Shifting of material, Fabrication, Painting, Fixing, Erection and Installation of structural steel roofing sheds over the insulated air supply ducting in ITER-India Lab Building on the terrace i.e. 5th and 6th floor of the building. The main scope of work of the contractor includes, but not limited to the following:

## It is not the intent to specify completely herein all aspects of the activities, nevertheless complete tender and services shall conform in all respects to required standard and shall be capable to performing its function in a manner acceptable to the PURCHASER. It is to be noted that the design and the specifications given in this tender are indicative and is based on preliminary assessment and may change during Final (detailed) assessment (to be carried out by the contractor).

## Preliminary and tentative dimensions of each roofing sheds are as per the below Table 1. Roofing sheds shall not have side walls. The contractor shall be completely responsible to procurement and supply of roofing sheds materials and its structure as per suit as site dimensions. The contractor shall be completely responsible for loading, unloading, transportation and shifting of all the material at 5th and 6th floor of the building. The contractor shall be completely responsible for Fabrication, Painting, Fixing, Erection and Installation of Roofing sheds. The contractor shall carry out and complete the said work under this contract in every respect in conformity with the contract documents.

Table 1 : Tentative dimensions of Roofing Sheds

| **S. No.** | **Description of Items** | | | |
| --- | --- | --- | --- | --- |
|  | **Width** | **Length** | **Height** |
| **ft.** | **ft.** | **ft.** |
| 1 | Roofing Shed-1 | 13 | 41 | 10.6 |
| 2 | Roofing Shed-2 | 8 | 22 | 10.6 |
| 3 | Roofing Shed-3 | 13 | 62 | 9.4 |
| 4 | Roofing Shed-4 | 15 | 46 | 21.2 |
| 5 | Roofing Shed-5 | 13 | 33 | 11.3 |
| 6 | Roofing Shed-6 | 9 | 40 | 11.3 |
| 7 | Roofing Shed-7 | 9 | 18 | 11.3 |
| 8 | Roofing Shed-8 | 17 | 53 | 11.3 |

# **Technical specifications**

## Structural steel member section for column shall be at least (minimum) 100mmx100mm SHS Size of suitable thickness. Structural steel member section for purlins, rafter and bottom tie runners shall be at least (minimum) 100mmx50mm RHS Size of suitable thickness. Structural member other than column, purlins and rafter shall be fabricated using good quality structural material like steel member sections and plates, suitable may include box section, C sections, I Section, angle & Plates etc. as applicable.

## Upto possible extent, span between the two column should not be more than 10 feet.

## Colour-coated Galvalume iron profile sheets for roofing shall be premium quality, corrosion resistance, Aluminium-Zinc Galvalume Coating, High Strength with Load Bearing Capacity and total Coated Thickness 0.50mm minimum. Colour-coated Galvalume iron profile sheets, recommended make like TATA/Jindal/ JSW/ AMNS or equivalent to be approved by Purchaser.

## Gutter made of similar colour coated iron sheet of suitable capacity shall be installed with roofing sheds without any extra cost.

## Base Plate shall be at least (minimum) 225mm x 225mmx 8mm Size. Anchor fastener shall be minimum 16 mm diameter, in case structure needs more strengthening then contractor have to provide the suitable size of Anchor fastener without any extra cost.

## All the bolts, nuts and washers supplied for the assembly of the structure shall be hot dipped galvanized and of metric sizes.

## All the MS structural members shall be pained one coats of anti-rust red oxide primer paint (after proper cleaning of the surface) finished with two coat of enamel paint of selected colour code. Synthetic enamel/Paint/Primer shall be of good brand/makes Berger/Asian Paint/ICI /Shalimar/Dulux Paint or equivalent.

## All accessories like G.I. bolts, EPDM washers and nuts shall be included in the scope.

## Contractor shall ensure, the roofing sheds and its structure shall be free from sharp edges and sharp corner.

## All materials used must conform in all respects to required standards and must be new and first class in all respective parts shall be machined true in a workman like manner.

## All materials shall be free from defects and imperfections. They shall be of certified quality for physical properties and chemical properties. Materials shall be of IS, ASTM, BS or any equivalent standard.

## Contractor/Vendor shall submit, material certificates, test certificates for all material including Colour-coated Galvalume iron profile sheets.

## The workmanship shall be in accordance with high grade industrial practice adequate to ensure satisfactory service life.

## All surfaces to be joined shall be thoroughly cleaned by steel brush at least at a distance of 15 mm from every joint to prevent weld contamination. The surface of the welding shall be free of scale, rust, oil, grease or other foreign material. The work and weld material shall be protected from rain and wind during welding. No welding shall be performed on wet surfaces. The fabricator is responsible for control of welding materials, which are used in the fabrication. Suitable identification, storage and handling of welding materials shall be maintained. Peening shall not be permitted.

## The contractor shall ensure that Welding shall be sound clean and free from porosity, blowholes, hot spots, cold shut distortion and other harmful welding defects.

## Purchaser of his authorized representative will have the right to inspect at any stage of manufacture and construction, all materials, components and workmanship and testing of material.

## The contractor/vendor shall be completely responsible for successful Erection and Installation of overall work at ITER-India Lab building.

## The contractor shall ensure that the items shall be erected at site as per the manufacturer’s guidelines. Special care should be taken during unloading at site, transfer from storage area to installation site with special handling arrangement and cranes shall be carried out by the contractor. Contractor shall ensure that no damage during transit. If there is any damage happen during transit, immediately the same should bring notice to the purchaser. Any such damage/loss during transit shall be liability and accountability of Contractor only.

## Bidders may take note of the following points while sending their offers:

## The contractor shall be completely responsible for loading, unloading, transportation, Storage of overall items to the point of erection and installation, assembly, erection and installation at site. The contractor shall provide all necessary labours, materials, spares, tools & tackles, hoisting equipment, necessary scaffoldings, scaffolding materials, construction equipment, temporary structures and necessary safety devices etc. required for erection and installation at site.

## The operation shall not lead to unsafe conditions. The movements of derricks, hoisting equipment and other equipment should be such that no damage/breaking occur to building, equipment, material and men.

## The contractor shall provide all consumables required for carrying out the work covered under this scope of work & rate quoted shall be inclusive of all those things.

## The quoted price shall be inclusive of Mobilisation of necessary equipment, instruments, spares, tools & tackles, hoists, scaffolding, material, labour construction equipment, temporary structures and necessary safety devices etc. to the project site including making access, cutting & filling etc., required for smooth execution and completion of overall work. No extra cost will be paid for mobilisation of equipment, personnel, materials required for work including dismantling / removal / demobilisation of same after completion of all the field works, etc. Also, no extra charges will be paid for lead / lift, loading / unloading, handling / rehandling, stacking of materials etc. at site.

## Quoted price shall be inclusive of fastener, fitting, labour, material, fabrication, redoxide, Painting, all consumables etc. with loading, unloading and transportation charges and shifting of material at 5th and 6th floor of the building. No extra cost shall be paid for same.

## Contractor shall arrange lighting, accommodation for labour etc. required for the work at their own cost. Necessary permission from statutory authority shall be obtained by the contractor.

## Cost free electricity can be drawn from the nearby switches by the bidder for the site work.

## Any equipment, component, instruments, material and labour required in order to achieve the completeness of the work as above shall be deemed to be included in the scope of the contractor without any extra cost to the purchaser.

## In case any accessories that are necessary to work as per mentioned scope but not specifically identified herein shall also be in the Contractor’s/Vendor’s scope of supply/work at no extra cost to the purchaser.

## The roofing sheds area mentioned is indicative. The same may be revised based on the results of final (detailed) measurement after completion of work.

# **General**

## Contractor shall strictly abide by the local statutory regulations imposed by the IPR / Police authorities regarding any equipment, operation, drainage, security, etc., wherever applicable.

## Contractor shall follow IPR safety rules. In addition, following security regulation shall be followed strictly while movement of labourers /workers/contractor's personnel, etc.

1. Contractor shall issue I-cards to his workers deployed on regular basis.
2. Supervisor of contractor having photo pass can bring daily wage workers / casual workers inside premises for work. He should prepare list of such workers in duplicate. The original copy shall be handed over to the security or representative of the Purchaser at the gate and obtain endorsement on duplicate copy on a daily basis.
3. The daily wage workers / casual workers employed by the contractor must wear florescence visi wear without fail during their presence inside premises.
4. Police Verification certificate for employees / labours are to be produced as per the security requirements of the IPR.

## Regarding disposal of fabrication waste from site of work, the contractor has to abide by the guidelines and any other regulations issued by statutory authorities in the matter from time to time and IPR is not responsible in any way in the matter.

## On completion of the work, the contractor shall remove & dispose of all unwanted and other unsightly materials caused by his working and thereby, leaving the premises and the items in good, clean, safe & operable condition.

## Necessary COVID-19 protocols / guidelines shall be followed, as and when required, as per rules and regulations of Govt. of India / Gujarat / IPR.

## Contractor is advised to visit the site of work at their own cost to acquaint themselves about location of work, accessibility to the site and quote the rates accordingly.

## All the items of sub-structure include cost of dewatering and shoring, wherever necessary, during the progress of work, till its completion without any extra cost to the PURCHASER.

## The mentioned work shall be carried out under direct supervision ITER-India responsible person along with trained persons of the contractor.

## Contractor shall be allowed to execute the work from 9.30 a.m. to 5.30 p.m. on all working days. Public Holiday, Saturday and Sunday shall be holiday, working shall not be allowed. Bidder are require to provide the completion duration considering this.

## Work permit will only issue after furnishing the require and mandatory document for permission.

## To understand the complexity of routing and pattern of the air supply duct and understanding of the scope of work, bidder is essential to visit the site. The bidder shall collect the site visit certificate (As per Annexure-A2) from the Engineer In-charge and shall attach the same with their offer. Bids received without site visit certificate (As per Annexure-A2) will be rejected.

**Annexure-A1 Technical Compliance Matrix**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Descriptions** | **Complied Yes/No** |
|  | Procurement and Supply of material require for roofing sheds, Transportation, Loading, Unloading, Shifting of material, Fabrication, Painting, Fixing, Erection and Installation of structural steel roofing sheds over the insulated air supply ducting in ITER-India Lab Building on the terrace i.e. 5th and 6th floor of the building. |  |
|  | Structural steel member section for column shall be at least (minimum) 100mmx100mm SHS Size of suitable thickness. Structural steel member section for purlins, rafter and bottom tie runners shall be at least (minimum) 100mmx50mm RHS Size of suitable thickness. Structural member other than column, purlins and rafter shall be fabricated using good quality structural material like steel member sections and plates, suitable may include box section, C sections, I Section, angle & Plates etc. as applicable. |  |
|  | Upto possible extent, span between the two column should not be more than 10 feet. |  |
|  | Colour-coated Galvalume iron profile sheets for roofing shall be premium quality, corrosion resistance, Aluminium-Zinc Galvalume Coating, High Strength with Load Bearing Capacity and total Coated Thickness 0.50mm minimum. Colour-coated Galvalume iron profile sheets, recommended make like TATA/Jindal/ JSW/ AMNS or equivalent to be approved by Purchaser. |  |
|  | Gutter made of similar colour coated iron sheet of suitable capacity shall be installed with roofing sheds without any extra cost. |  |
|  | Base Plate shall be at least (minimum) 225mm x 225mmx 8mm Size. Anchor fastener shall be minimum 16 mm diameter, in case structure needs more strengthening then contractor have to provide the suitable size of Anchor fastener without any extra cost. |  |
|  | All the bolts, nuts and washers supplied for the assembly of the structure shall be hot dipped galvanized and of metric sizes. |  |
|  | All the MS structural members shall be pained one coats of anti-rust red oxide primer paint (after proper cleaning of the surface) finished with two coat of enamel paint of selected colour code. Synthetic enamel/Paint/Primer shall be of good brand/makes Berger/Asian Paint/ICI /Shalimar/Dulux Paint or equivalent. |  |
|  | All accessories like G.I. bolts, EPDM washers and nuts shall be included in the scope. |  |
|  | Contractor shall ensure, the roofing sheds and its structure shall be free from sharp edges and sharp corner. |  |
|  | All materials used must conform in all respects to required standards and must be new and first class in all respective parts shall be machined true in a workman like manner. |  |
|  | All materials shall be free from defects and imperfections. They shall be of certified quality for physical properties and chemical properties. Materials shall be of IS, ASTM, BS or any equivalent standard. |  |
|  | Contractor/Vendor shall submit, material certificates, test certificates for all material including Colour-coated Galvalume iron profile sheets. |  |
|  | The workmanship shall be in accordance with high grade industrial practice adequate to ensure satisfactory service life. |  |
|  | All surfaces to be joined shall be thoroughly cleaned by steel brush at least at a distance of 15 mm from every joint to prevent weld contamination. The surface of the welding shall be free of scale, rust, oil, grease or other foreign material. The work and weld material shall be protected from rain and wind during welding. No welding shall be performed on wet surfaces. The fabricator is responsible for control of welding materials, which are used in the fabrication. Suitable identification, storage and handling of welding materials shall be maintained. Peening shall not be permitted. |  |
|  | The contractor shall ensure that Welding shall be sound clean and free from porosity, blowholes, hot spots, cold shut distortion and other harmful welding defects. |  |
|  | Purchaser of his authorized representative will have the right to inspect at any stage of manufacture and construction, all materials, components and workmanship and testing of material. |  |
|  | The contractor/vendor shall be completely responsible for successful Erection and Installation of overall work at ITER-India Lab building. |  |
|  | The contractor shall ensure that the items shall be erected at site as per the manufacturer’s guidelines. Special care should be taken during unloading at site, transfer from storage area to installation site with special handling arrangement and cranes shall be carried out by the contractor. Contractor shall ensure that no damage during transit. If there is any damage happen during transit, immediately the same should bring notice to the purchaser. Any such damage/loss during transit shall be liability and accountability of Contractor only. |  |
|  | The contractor shall be completely responsible for loading, unloading, transportation, Storage of overall items to the point of erection and installation, assembly, erection and installation at site. The contractor shall provide all necessary labours, materials, spares, tools & tackles, hoisting equipment, necessary scaffoldings, scaffolding materials, construction equipment, temporary structures and necessary safety devices etc. required for erection and installation at site. |  |
|  | The operation shall not lead to unsafe conditions. The movements of derricks, hoisting equipment and other equipment should be such that no damage/breaking occur to building, equipment, material and men. |  |
|  | The contractor shall provide all consumables required for carrying out the work covered under this scope of work & rate quoted shall be inclusive of all those things. |  |
|  | The quoted price shall be inclusive of Mobilisation of necessary equipment, instruments, spares, tools & tackles, hoists, scaffolding, material, labour construction equipment, temporary structures and necessary safety devices etc. to the project site including making access, cutting & filling etc., required for smooth execution and completion of overall work. No extra cost will be paid for mobilisation of equipment, personnel, materials required for work including dismantling / removal / demobilisation of same after completion of all the field works, etc. Also, no extra charges will be paid for lead / lift, loading / unloading, handling / rehandling, stacking of materials etc. at site. |  |
|  | Quoted price shall be inclusive of fastener, fitting, labour, material, fabrication, redoxide, Painting, all consumables etc. with loading, unloading and transportation charges and shifting of material at 5th and 6th floor of the building. No extra cost shall be paid for same. |  |
|  | Contractor shall arrange lighting, accommodation for labour etc. required for the work at their own cost. Necessary permission from statutory authority shall be obtained by the contractor. |  |
|  | Any equipment, component, instruments, material and labour required in order to achieve the completeness of the work as above shall be deemed to be included in the scope of the contractor without any extra cost to the purchaser. |  |
|  | In case any accessories that are necessary to work as per mentioned scope but not specifically identified herein shall also be in the Contractor’s/Vendor’s scope of supply/work at no extra cost to the purchaser. |  |
|  | The roofing sheds area mentioned is indicative. The same may be revised based on the results of final (detailed) measurement after completion of work. |  |
|  | Contractor is advised to visit the site of work at their own cost to acquaint themselves about location of work, accessibility to the site and quote the rates accordingly. To understand the complexity of routing and pattern of the air supply duct and understanding of the scope of work, bidder is essential to visit the site. The bidder shall collect the site visit certificate (As per Annexure-A2) from the Engineer In-charge and shall attach the same with their offer. Bids received without site visit certificate (As per Annexure-A2) will be rejected. |  |
|  | Contractor shall be allowed to execute the work from 9.30 a.m. to 5.30 p.m. on all working days. Public Holiday, Saturday and Sunday shall be holiday, working shall not be allowed. Bidder are require to provide the completion duration considering this. |  |

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

***Annexure – A2***

**ITER-India, INSTITUTE FOR PLASMA RESEARCH**

Date:

(to be attached with the quotation as one of the conditions for meeting the eligibility criteria)

|  |  |
| --- | --- |
| GeM Bid No. |  |
| GeM Bid Date |  |
| GeM Bid Due Date |  |

This is to certify that

|  |
| --- |
| Mr. |

|  |
| --- |
| of Messrs |

has / have visited the Institute for Plasma Research on

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | 2 | 0 | 2 | 3 |

to understand the work and get acquainted themselves with details of steel roofing sheds to enable them to quote against the enquiry for steel roofing sheds over the air supply duct in ITER-India Lab Building 5th and 6th floor.

(Engineer In-charge)

ITER-India, Gandhinagar

|  |  |
| --- | --- |
| **Title** | **Supply, Fabrication, Transportation, Loading, Unloading, Fixing, Erection and Installation of structural steel roofing sheds over the HVAC duct in ITER-India Lab Building 5th and 6th floor** |
| **Sub Title** | **Section-B: Terms & Conditions of the Contract and Annexures** |

**ITER-India, Institute for Plasma Research**

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

**Ahmedabad 380005, Gujarat, INDIA**



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

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

## General provisions of the Contract

### Language

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

### Governing Law

#### 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.

### Jurisdiction

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

### Exercising the Rights and Powers of the Purchaser

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

## The Purchaser

### Permits, Licenses or Approvals

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

## The Contractor/Supplier

### Permits, Licenses or Approvals

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

#### The Contractor shall have carefully examined all tender/Contract documents and obtained clarifications from the Purchaser wherever needed, the quantities and nature of work and material necessary for the completion of the Contract including all necessary information for risks, contingencies and others. The Contract price and the quoted Unit Rates shall, except as otherwise provided, cover all his obligations under the Contract/Order and all matters and things necessary for the proper completion of the supplies & work. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility and accountability 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 tender will, in any circumstances, be considered payable by the Purchaser.

### Compliance with law

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

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

#### 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.

#### The Contractor/Supplier shall be responsible and accountable for coordination of all activities with his sub-contractors

#### 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.

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

### Alteration of specifications and drawings

#### 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.

#### 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 to, taking into account the unit rates of similar items in the Contract.

### 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 **1.13** (Changes).

## Contract/Purchase Order Work Scope and Completion Time

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

#### Refer to GeM bid Section-A for 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 items/systems as per the specifications of the tender enquiry shall be included in the price(s) as quoted by the Contractor/Supplier.

#### Each party shall bear their own expenses for visit of their personnel to other party’s end concerning execution of the Contract/Purchase Order

### Delivery Dates and Completion Time

#### Contractor/supplier shall complete the delivery and entire scope of work within **Four months** from the date of Contract/ Purchase Order including installation, commissioning and final/site acceptance at ITER-India lab.

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

## Contract/Purchase Order Price, Payment and Recoveries



### Terms of Prices

#### The price(s) for this Contract/Purchase Order shall be **firm with no price variation** during the validity and extended validity of the Contract/Purchase Order.

### Basis of Delivery

#### The price quoted should be inclusive of packing & forwarding, on Free Door Delivery basis including insurance, loading, unloading, shifting of material, fabrication, erection, installation and site acceptance testing at specified location. Refer to clause no. **1.5.5.2** for details of “delivery address”.

### Taxes and Duties

#### GST as applicable during the original delivery schedule shall be paid against submission of GST compliant invoice. No GST exemption certificate will be issued by Purchaser for concessional rate of GST.

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

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

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

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

#### **Source (TDS) or any other leviable taxes and or duties:**

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

##### TDS applicable 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.

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

### Mode of Payment and Payment Schedule:

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

#### **Payment Terms :**

Payment shall be made after successful final acceptance of ordered items at purchaser's site and on receipt of error free invoice and joint measurement sheet duly signed by both the parties.

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

#### Payment to be made against actual quantity/work done after actual measurement of roofing area & not exceeding 25% of PO value.

### Ultimate Consignee & Delivery Address:

#### The ultimate consignee of the Purchaser is:

The Sr. Officer (Purchase & Stores), ITER-India, Ahmedabad

Phone: +91–79–23 26 96 56 / +91–79–23 26 95 30

E-mail: [purchase@iterindia.](mailto:purchase@iterindia.)in

#### Delivery Address/Work location:

ITER-India Lab building

Institute for Plasma Research Campus

Bhat, Gandhinagar-382428

Gujarat, India

#### Bill To:

Sr. Officer (Purchase & Stores),

ITER-India, Institute for Plasma Research

Block A, Sangath Skyz,

Bhat-Motera Road, Koteshwar,

Ahmedabad 380005

Gujarat, India.

GSTIN 24AAAAI0348C2ZC

## Transfer of Ownership and Title

#### Transfer of ownership of the Items shall occur upon successful completion of Final Site Acceptance test.

## Risk of Loss/damages

#### The Contractor/Supplier shall be responsible, accountable and liable 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.

## Delay, Extension & Postponement

### Extension of Time (due to Contractor/Supplier)

#### 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 with or without provisions to levy Liquidated Damages(LD) as he may consider justified in the circumstances of the case through a formal notification. 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.

#### 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 or new statutory levies that may be payable at higher rate after the expiry of Contract/Purchase Order delivery dates / completion date.

## Liquidated Damages (LD)

#### If the Contractor/Supplier fails to complete the scope of supply and work within the time specified in clause No. **1.4.2.1** and the delay or part thereof is attributable to the Contractor/Supplier, the Purchaser shall recover from the Contractor/Supplier Liquidated Damages for delay as per GeM General Terms and Conditions (GTC).

#### 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 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.

## Acceptance Tests at ITER-India Laboratory /Site Acceptance Tests:

### Final Acceptance

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

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

## Rejection of defective goods & Contractor/Supplier’s Liability

### Rejection before final acceptance:

#### 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.

### Accident liability during onsite work

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

#### The Contractor/Supplier shall take all possible precautions and avoid loss/damages to equipment/items/Purchaser’s property during the execution of installation & commissioning / site work. In the event of loss or damage to Purchaser’s property/any item(s)/equipment and/or injury or loss of life to Purchaser’s personnel during the course of onsite work as a result of fault(s) in the items supplied under the Contract/Purchase Order or due to the reasons attributable to the Contractor/Supplier, then, the Contractor/Supplier will be fully responsible, accountable and liable for such damages/losses and payment of appropriate compensation. The Contractor/Supplier agrees to relieve the Purchaser from all the liabilities under this clause.

### Limitation of liability

#### Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Contractor/Supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total Contract/Purchase Order price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the purchaser with respect to Intellectual Propriety Rights infringement.

## Warranty, Defect Liability, Latent defect

### Warranty

#### The Contractor/Supplier shall warrant that the items/system i.e. Structural Steel roofing sheds supplied under this Contract/Purchase Order comply fully with the specifications laid down, for the items/system, workmanship and performance. The items shall be new, unused and free from any defects.

#### The Contractor/Supplier shall provide a warranty covering repair or replacement of the Items/components up to **01 (One) year** from the date of final acceptance at On-Site. Warranty of (OEM) bought out items / procured components (if any), if more than 1 year shall be intimated by the Contractor and will be applicable for all such items.

#### 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.

#### 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.

#### 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.

#### 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 components 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.

#### For defects noticed during the warranty period, replacement/ rectification should be arranged free of cost within a reasonable period of such notification from the purchaser.

## CHANGES

#### 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 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.

#### 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.

#### Notwithstanding Clause **1.13.1.1** and Clause **1.13.1.2**, 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.

#### If any of the item(s) in addition to the schedule of supply of materials or change in any item(s) 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/modified 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/additional work 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/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.

## SAFETY CODE:

#### The contractor shall cover his employees/workers under PF, ESI, personal accident insurance policy and applicable laws. Contractor has to submit PF details, ESI No. and insurance policy documents of all employees before commencement of the work.

#### The contractor shall be fully responsible for the behavior, conduct, theft and any breach at security etc. by his personnel and workers.

#### The contractor shall comply with all Govt. rules & regulations for his staff in regard to maintain the applicable labour laws, their amendments etc. in force from time to time.

#### The contactor shall comply with the instructions given by the engineer in charge/ IPR representative, regarding safety regulations, safety precautions, protective measures, clean-up practices, housekeeping etc.

#### The contractor shall ensure adequate safety precautions at site as required under the law of land. Contractor must be entirely responsible for safety of their personnel and provide them safety helmets, safety shoes, other safety gadgets as required and prescribed.

## COMPLIANCES WITH VARIOUS ACTS, RULES AND REGULATION:

#### The Contractor shall be fully responsible for complying with all the relevant statutory obligations as applicable from time to time.

#### Consequences arising out of the non-compliance with statutory requirements shall be the entire responsibility of the contractor and the liability to be borne by the contractor.

#### Care must be taken while carrying out the job to avoid any damage to equipment & property of IPR. Contractor has to pay for the cost of damage.

## Site Clearance:

#### On completion of the work, the Supplier shall clear away and remove from the site, all surplus materials, remainder, waste material and temporary works of every kind and clear/clean the whole site.

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

## Annexures

## Annexure-B1: General Particulars of the Bidder

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

Bidder’s stamp

Authorized signatory of Bidder

## Annexure B2: Commercial Compliance Matrix:

|  |  |  |  |
| --- | --- | --- | --- |
| **Clause No. as per Section B** | **Description** | **Bidder’s Compliance (on clauses & sub-clauses) Yes/No** | **Remarks (In case of non- compliance)** |
| 1.1 | Terms and Conditions of the Contract (TCC) |  |  |
| 1.2 | The Purchaser |  |  |
| 1.3 | The Contractor/Supplier |  |  |
| 1.4 | Contract/Purchase Order Work Scope and Completion Time |  |  |
| 1.5 | Contract/Purchase Order Price, Payment and Recoveries |  |  |
| 1.6 | Transfer of Ownership and Title |  |  |
| 1.7 | Risk of Loss/damages |  |  |
| 1.8 | Delay, Extension & Postponement |  |  |
| 1.9 | Liquidated Damages |  |  |
| 1.10 | Acceptance Tests at ITER-India Laboratory /Site Acceptance Tests |  |  |
| 1.11 | Rejection of defective goods & Contractor/Supplier’s Liability |  |  |
| 1.12 | Warranty, Defect Liability, Latent defect |  |  |
| 1.13 | Changes |  |  |
| 1.14 | Safety Code |  |  |
| 1.15 | Compliances with various acts, rules and regulation |  |  |
| 1.16 | Site Clearance |  |  |

## Annexure-B3: Self Certification under preference to Make in India order

[On letter head of the company]

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 and its amendments, we hereby certify that we M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_\_\_% excluding transportation, insurance, installation, commissioning, testing, training and after sales service support like AMC/CMC etc. as defined in above orders for the items against GeM Bid No. GEM/2023/B/4204790.

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

## Annexure-B4: Self-declaration by Bidder of a country sharing/not sharing land border with India

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. ………………………………………… dated ………………..

2) GeM Bid No. GEM/2023/B/4204790

**Restrictions on procurement from Bidders from a country or countries, or class of countries under**

**Rule 144(xi) of the General Financial Rules 2017.**

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

* + - * 1. *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
        2. *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority and solemnly certify that we are not from such a country or, if from such country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”*

Penalties for false or misleading declarations:

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

Signature Bidder’s stamp

Name:

Position:

Address:

Tel:

Fax:

Email ID: