

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/2024/B/5267913
Title	Section-A: Essential Eligibility Criteria, Instructions to Bidders, Unpriced Bid Format Section-B: Terms & Conditions of the Contract

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





Title: Development and Supply of Digital Optical Transceiver Module

GeM Bid No.

GEM/2024/B/5267913

Title	Development of Digital Optical Transceiver Module
Sub Title	Section-A: Essential Eligibility Criteria, Instructions to Bidders and Unpriced Bid Format

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





Contents

Section-A: Essential Eligibility Criteria, Instructions to Bidders and Unpriced Bid Format	2
1 Essential Eligibility Criteria	4
2 Bid Submission Content, Format & Instructions	4
2.1 Techno-commercial bid submission	4
2.2 Price bid submission	6
3 Annexures	7
3.1 Annexure-A1: General Particulars of the Bidder	7
3.2 Annexure-A2: Unpriced Bid Format	8
3.3 Annexure-A3: Letter for Acceptance of Tender	10
3.4 Annexure-A4: Self Certification under preference to Make in India order	12
3.5 Annexure-A5: Self-declaration by Bidder of a country sharing/not sharing land border with India	13
3.6 Annexure-A6: Price Break-up	14
Section-B: Terms and Conditions of the Contract	15
1 Terms and Conditions of the Contract (TCC) / Purchase Order	16
1.1 General provisions of the Contract	16
1.2 The Purchaser	17
1.3 The Contractor/Supplier	17
1.4 Contract/Purchase Order Work Scope and Completion Time	18
1.5 Free Issue Material (FIM):	19
1.6 Contract/Purchase Order Price, Payment and Recoveries	19
1.7 Inspections and Dispatch Clearance	22
1.8 Packing, Labelling, Insurance and Delivery Instructions	22
1.9 Transfer of Ownership and Title	23
1.10 Risk of Loss/damages	24
1.11 Delay, Extension & Postponement	24
1.12 Liquidated Damages (LD)	24
1.13 Force Majeure	25
1.14 Acceptance Tests at ITER-India Laboratory /Site Acceptance Tests:	25
1.15 Rejection of defective goods & Contractor/Supplier's Liability	25
1.16 Indemnity	26
1.17 Warranty, Defect Liability, Latent defect	26
1.18 After Sales Services & Availability of Spares	27
1.19 CHANGES	27
1.20 Cancellation/Termination of Contract/Purchase Order	28
Annexure-B1: Bank Guarantee (Advance Payment)	30
Annexure-B2: Non-Disclosure Agreement	32
Annexure-B3: Hindrance Register	33

1 Essential Eligibility Criteria

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

Table 1: Essential Eligibility Criteria

Sr. No.	Essential Eligibility Criteria	Documentary evidence to be submitted
1	The bidder shall have experience of fabrication and supply of similar item in the last 5 years from the tender date.	Copy of unpriced PO with technical specifications and completion certificate or Tax Invoice (unpriced)
2	The bidder shall have valid ISO 9001 certificate	Copy of valid ISO 9001 certificate
3	Only Class I Local and Class II Local suppliers as per Make In India (MII) Order are eligible to bid. (Refer GeM bid for more details)	Self-declaration (as per Annexure-A4 : Self Certification under preference to Make in India order) confirming percentage of local content and location at which local value addition is done.
4	Supplier/Bidder not belonging from a country which shares/not shares land border with India (Refer GeM bid for more details for more details)	Self-declaration (as per Annexure-A5 : Self-declaration by Bidder of a country sharing/not sharing land border with India)

2 Bid Submission Content, Format & Instructions

2.1 Techno-commercial bid submission

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

Notes:

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

Table 2: List of contents for Techno-commercial bid submission

S/N	Content to be included	Detail	Submitted Yes / No
1	Covering Letter & Bidder Information	<ul style="list-style-type: none"> ➤ Bid Covering Letter (Optional) ➤ General information about the bidder as per the template provided in Annexure-A1 of Section-A 	

2	EEC	<ul style="list-style-type: none"> ➤ All documents in compliance to EEC as per Table-1, Clause No. 1 of Section-A ➤ Unpriced PO No. ----- dated ----- (along with technical specifications) for compliance to EEC-01 ➤ Completion certificate ref. ----- or unpriced invoice no. ----- dated ----- for above PO. ➤ ISO 9001 certificate valid till _____ ➤ Duly filled Annexure-A4 on letter head duly signed and with official seal ➤ Duly filled Annexure-A5 on letter head duly signed and with official seal 	
3	EMD	<p>Proof of Payment of EMD or Valid document as per applicability for exemption from payment of EMD</p> <p>(In case of EMD in the form of Demand Draft (DD) or Bank Guarantee (BG), original DD/ BG shall reach to Purchaser within 5 days of Bid End date / Bid Opening date</p>	
4	Compliance with Scope of Supply, Work, Technical Specifications and Terms and Conditions of the Contract	<ul style="list-style-type: none"> ➤ Provide signed and stamped Letter of Acceptance of Tender (technical and commercial) as per Annexure-A3 of Section-A, along with list of deviations, if any. ➤ Provide Unpriced Bid Format as per Annexure-A2 of Section-A ➤ List of imported items (if applicable) 	
5	Self-Declarations for MII and bidder of a country sharing land border with India	<ul style="list-style-type: none"> ➤ Submit duly filled, signed and stamped Annexure-A4 and Annexure-A5 of Section-A on letter head 	
6	PAN, GST, MSME, Start up registration details and any other details	<ul style="list-style-type: none"> ➤ PAN ➤ GST registration ➤ MSME (Udyam Registration) ➤ Start-up registration ➤ Registration with DPS, DAE ➤ Registration with NSIC ➤ Any other details 	
7	EMD Exemption claimed as per GeM bid, if yes	<ul style="list-style-type: none"> ➤ Duly signed and stamped Self-Declaration by the bidder claiming EMD exemption along with valid proof for EMD exemption as per GeM GTC such as Udyam registration for MSEs (Micro and Small Enterprises)/ Start-up Recognition Certificate by DPIIT/ Registration with DPS-DAE/ Registration with NSIC 	



8	Exemption of “Experience” claimed as per GeM bid, if yes	➤ Duly signed and stamped Self-Declaration by the bidder claiming “Experience” exemption as per GeM GTC such as Udyam registration for MSEs or Start-up Recognition Certificate by DPIIT. Submit valid Udyam or Startup registration.	
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2.2 Price bid submission

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

Note: The bidder shall submit duly filled, signed and stamped Price Break-up (PDF file) as per Annexure-A6 on their letter head along with the Price Bid submission on GeM portal.



3 Annexures

3.1 Annexure-A1: General Particulars of the Bidder

1.	Name of the Bidder (Mention Company's name and address)	
2.	Bidder's Proposal No. and Date	
3.	Name and designation of the officer of the Bidder to whom all references shall be made for expeditious co-ordination.	
4.	Postal Address, Telephone & Fax Nos. and e-mail Address of Registered Office	
5.	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	
6.	Core Competence of business	
7.	Areas of other business activity, if any & place of such business	
8.	Any additional information which the tenderer considers relevant for evaluation of this tender	
9.	Bank details of the Bidder	
10.	GST Registration details of the bidder (applicable for Indian bidder)	
11.	PAN details of the bidder (applicable for Indian bidder)	
12.	MSME registration details with category (General/SC/ST/Women), if any (applicable for Indian bidder)	
13.	Start-up registration details, if any (applicable for Indian bidder)	
14.	Registration with NSIC or with DPS, DAE	

Authorized signatory of Bidder

Bidder's stamp

3.2 Annexure-A2: Unpriced Bid Format

Unpriced Bid Format

The bidder shall submit duly filled, signed and stamped Unpriced Bid Format on their letter head along with the Technical Bid submission on GeM portal.

A. Unpriced Bid Format: Table-A

Sr. No.	Item Description	Qty.	Units	Unit rate Quoted (Yes/No)	Total Quoted (Yes/No)
1	Development and Supply of Digital Optical Transceiver Module with procurement of spare components and EMI/ EMC testing	01	Set		
1.01	Development and Supply of Digital Optical Transceiver Module with procurement of spare components	01	Nos.	Quoted (Yes/No)	Quoted (Yes/No)
1.02	EMI/ EMC testing in Development mode as per test specified in technical specifications	01	AU	Quoted (Yes/No)	Quoted (Yes/No)
1.03	EMI/ EMC testing in Certifications mode as per test specified in technical specifications	01	AU	Quoted (Yes/No)	Quoted (Yes/No)
2	Production, testing and supply of Digital Optical Transceiver Modules	09	Nos.	Quoted (Yes/No)	Quoted (Yes/No)
Total Rs.					Quoted (Yes/No)

B. Bidder's confirmation regarding submitted Price Bid and other details: Table-B

Sr. No.	Particulars	Confirmation Yes/No
1	Bidder shall not consider custom duty in the quoted price subject to submission of import items list with approximate quantity for availing custom duty exemption as per clause no. 1.6.3.2.5 of Section-B	
2	Unit rate/s should be valid throughout the validity/ extended validity of Purchase Order/Contract for addition/deletion purposes. The quoted price should not be subject to price escalation for whatsoever reasons. The quoted price shall be firm, fixed and non-revisable during the validity/ extended validity of Purchase Order/Contract.	
3	The delivery shall be based on FREE DOOR DELIVERY to Purchaser's site	
4	The bids shall include cost of loading, transportation, transit insurance (against all risks of loss or damage during the transport) unloading for safe delivery at ITER-India Building, IPR, development and supply of Prototype module, EMI/EMC testing in development and certification mode and supply of 9 modules	
5	Each Party shall bear their own expenses for visiting to other Party's site concerning execution of the order/contract	



6 Item wise order splitting is not allowed

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

Particulars	Compliance
Delivery Basis: Free Door Delivery to On-Site- Delivery address as per 1.8.2.2 of Section-B	Yes / No (In case of No, details of deviation to be specified)
Price Basis: Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. as per GeM GTC	Yes / No (In case of No, details of deviation to be specified)
Applicable Rate of Goods and Service Tax (GST) included in the quoted price	To be specified
HSN code of offered item(s)	To be specified
Committed delivery period – Tender delivery period as per clause no. 1.4.2 of Section-B will apply	Yes / No (In case of No, details of deviation to be specified)
Bid Validity Period – 120 days from date of opening of Technical Bid	Yes / No (In case of No, details of deviation to be specified)
Payment Terms- as per clause no. 1.6.4 of Section-B will apply	Yes / No (In case of No, details of deviation to be specified)
Warranty as per clause no. 1.17.1 of Section-B will apply	Yes / No (In case of No, details of deviation to be specified)
Submission of Performance Security Bank Guarantee/e-PBG as per GeM	Yes / No (In case of No, details of deviation to be specified)
Liquidated Damages shall apply as per clause no. 1.12 of Section-B	Yes / No (In case of No, details of deviation to be specified)
Declared local content in the offered item as per Annexure-A4 of Section-A	Yes / No (In case of No, details of deviation to be specified)
Declared compliance to land border sharing countries as per Annexure-A5 of Section-A	Yes / No (In case of No, details of deviation to be specified)
List of Imported items submitted to avail Custom Duty Exemption as per clause no. 1.6.3.2.5 of Section-B	Yes / No (In case of No, details of deviation to be specified)

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



3.3 Annexure-A3: Letter for Acceptance of Tender

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

From:

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

Date:**To:**

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

Subject : Acceptance of the Tender

Ref. : GeM Bid No.: GEM/2024/B/5267913

Dear Sir/Madam,

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

☐ I/ We hereby **unconditionally accept** all the Scope of supply, scope of work and Technical Specifications, drawings and other details as per product specifications and the Terms & Conditions as per Section-B of the tender.

☐ I/ We accept all the Scope of supply, scope of work and Technical Specifications, drawings and other details as per product specifications and the Terms and Conditions as per Section-B of the tender, **except following deviations.**

List of deviations attached as an enclosure to this letter.

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



Title: Development and Supply of Digital Optical Transceiver Module

GeM Bid No.

GEM/2024/B/5267913

prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Signature

Bidder's stamp

Name:

Position:

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



Title: Development and Supply of Digital Optical Transceiver Module

GeM Bid No.

GEM/2024/B/5267913

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

[If the bidder is an authorized dealer, then OEM needs to provide this MII declaration on their letter head]

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/2024/B/5267913

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

_____.

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

Thanking You,

Signature with date:

Name:

Designation:

Official Seal



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

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. dated

2) GeM Bid No. GEM/2024/B/5267913

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

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

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority*

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:



3.6 Annexure-A6: Price Break-up

Price Break-up

The bidder shall submit duly filled, signed and stamped Price Break-up (PDF file) on their letter head along with the Price Bid submission on GeM portal.

A. Unpriced Bid Format: Table-A

Sr. No.	Item Description	Qty.	Units	Unit rate (Rs.)	Total (Rs.)
1	Development and Supply of Digital Optical Transceiver Module with procurement of spare components and EMI/ EMC testing	01	Set		
1.01	Development and Supply of Digital Optical Transceiver Module with procurement of spare components	01	Nos.		
1.02	EMI/ EMC testing in Development mode as per test specified in technical specifications	01	AU		
1.03	EMI/ EMC testing in Certifications mode as per test specified in technical specifications	01	AU		
2	Production, testing and supply of Digital Optical Transceiver Modules	09	Nos.		
Total					

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



Title: Development and Supply of Digital Optical Transceiver Module

GeM Bid No.

GEM/2024/B/5267913

Title	Development and Supply of Digital Optical Transceiver Module
Sub Title	Section-B: Terms and Conditions of the Contract

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



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

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

1.1 General provisions of the Contract

1.1.1 Language

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

1.1.2 Governing Law

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

1.1.3 Jurisdiction

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

1.1.4 Exercising the Rights and Powers of the Purchaser

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

1.1.5 Publicity

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

1.1.6 Confidentiality and Secrecy

- 1.1.6.1 The Build to Print (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. For the same supplier shall submit the **Non-Disclosure Agreement** as per **Annexure-B2** duly signed and stamped after Order placement.
- 1.1.6.2 All information, including but not limited to, specifications, drawings and designs that are imparted to the Contractor/Supplier, shall at all times, remain the absolute property of the Purchaser. The Contractor/Supplier shall not use them for purposes other than for which they are provided for, and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.
- 1.1.6.3 The Contractor/Supplier shall use his best endeavors to ensure that such information are not divulged to third parties except where needed for the performance of the Contract/Purchase Order by the Contractor/Supplier with the prior consent of the Purchaser. In such cases, the Contractor/Supplier shall ensure and obtain similar obligation of confidence, from other parties in question.

- 1.1.6.4 The Contractor/Supplier shall at his own cost procure from his own employees, agents, suppliers or sub-contractors (and agents, suppliers and sub-contractors of such agents, suppliers and sub-contractors) all such acts, deeds and things to cause such employees, agents, suppliers and sub-contractors to whom the confidential information is given, to be bound by similar confidentiality obligations as the Contractor/Supplier is bound under this Agreement.
- 1.1.6.5 In the event of any breach of this provision, the Contractor/Supplier shall indemnify the Purchaser from any liabilities, loss, damage or any other claims whatsoever from any parties claiming from or through him in respect of such breach.

1.2 The Purchaser

1.2.1 Permits, Licenses or Approvals

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

1.3 The Contractor/Supplier

1.3.1 Permits, Licenses or Approvals

- 1.3.1.1 The Contractor/Supplier shall, at his own cost, acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings that are necessary for the performance of the Contract/Purchase Order.
- 1.3.1.2 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.

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

- 1.3.2.1 The Contractor/Supplier shall not sub-contract, sublet, transfer or assign the Contract/Purchase Order or any part thereof, without the prior written consent of the Purchaser (All major sub-contractors are required to be appraised and approved by the Purchaser, before placement of orders by the Contractor/Supplier). However, such consent shall not be unreasonably withheld by the Purchaser, if such items/equipment are not normally manufactured by the Contractor/Supplier. Such assignment or subletting shall not relieve the Contractor/Supplier from any Contractual obligation or responsibility under the Contract/Purchase Order.
- 1.3.2.2 The Contractor/Supplier shall be responsible and accountable for coordination of all

activities with his sub-contractors

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

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

1.4 Contract/Purchase Order Work Scope and Completion Time

1.4.1 Scope of Work, Scope of Supply and Specifications:

1.4.1.1 Refer to GeM bid **Section-C** for the **scope of work, scope of supply, testing, technical specifications and other details** of deliverables to be covered under this Contract/Purchase Order.

1.4.1.2 Any tooling or accessories which may not be specifically mentioned in the Specifications but which are necessary for proper and efficient functioning of the items/systems as per the specifications of the tender enquiry shall be included in the price(s) as quoted by the Contractor/Supplier.

1.4.1.3 Operation/instruction manual, technical manuals and technical drawings is essential in English to enable the Purchaser to put the Items/system to proper use, so the Contractor shall furnish such manuals along with supply of the Items/Systems.

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

1.4.2 Delivery Dates and Completion Time

1.4.2.1 Contractor/supplier shall make complete delivery of all the ordered items on free door delivery basis (including packing, forwarding, freight & transit insurance) at ITER-India Lab building, IPR within **12 months** from date of Contract/ Purchase Order. Final/site acceptance of ordered items at ITER-India lab shall be completed within **30 days** from the date of receipt of all items at Purchaser's site.

Table-1: Delivery Schedule

Sr. No	Activities	Duration (months)
1	Purchase Order & Kick-off Meeting	T0
2	Design Finalization & Component procurement	T1 = T0+4 months
3	Development of one prototype module	T2 = T1+4 months
4	Functional Testing & EMI/EMC testing and free door delivery of one prototype module at Purchaser's site	T3 = T2+2 months
5	Production of Nine Production Modules	T4 = T3+1 months
6	Packing & free door Delivery of Nine Production Modules at Purchaser's site	T5 = T4+1 months
	Total Duration	12 months

1.4.2.2 **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 completion must be accomplished within the dates/durations specified in Delivery Schedule.

1.5 Free Issue Material (FIM):

No Free Issue Material (FIM) from Purchaser side is involved for execution of this Contract/Order.

1.6 Contract/Purchase Order Price, Payment and Recoveries

1.6.1 Terms of Prices

- 1.6.1.1 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.

1.6.2 Basis of Delivery

- 1.6.2.1 The price quoted should be inclusive of packing & forwarding, on Free Door Delivery basis including insurance, loading, unloading, shifting of material at specified location and for complete scope of work and supply as per **Section-C** of GeM Bid document. Refer to clause no. [1.8.2.2](#) for details of “delivery address”.

1.6.3 Taxes and Duties

- 1.6.3.1 The price quoted shall be inclusive of all applicable taxes, levies, duties which are to be mentioned separately in the un-Price Bid format (**Annexure-A2** of Section-A) at the prevailing rates.
- 1.6.3.2 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.

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

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

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

- 1.6.3.2.4 Supplier shall be liable to update GSTN and HSN Code as and whenever applicable to the item(s) supplied on Invoice and any mis-match/rejection due to GSTN/ HSN Code will be on supplier's account and any loss of credit arising due to any non-compliance

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

1.6.3.2.5 Custom Duty:

ITER-India is exempted from payment of **Customs Duty** as per notification no. **39/96-custom dated 23/07/1996 as amended by notification no. 5/2012-custom dated 07/02/2012 (S. No. 37)**. Hence, Custom Duty payable in India should not form a part of the bid (**Applicable for import material cleared in India**). The Purchaser will issue the customs duty exemption certificate for materials and bought out items, which are part and deliverables to order ITEMS. Purchaser shall neither issue customs duty exemption certificate nor reimburse the customs duty paid by the Contractor for the machines & tools purchased by the Contractor which are not a part/deliverable of the Contract/Purchase Order. List of materials and bought out items to be imported to India for this tender enquiry shall be submitted by the bidder along with the bid submission. This List should include description of items and tentative quantity. The Contractor shall furnish priced purchase order copy of all items being imported for the Contract/Purchase Order at least **60** days before actual import. Copy of L/C wherever applicable, shall also be furnished by the Contractor if the purchase of such components being imported to India, have been bought through L/C. Contractor has to maintain the list of all the Raw materials purchased, consumed and scrap for this Contract/Purchase Order, in case the Custom Duty exemption is availed. Any proceeds received on the left-out portion/scrap etc. of goods cleared through customs authority under the custom duty exemption provided by the Purchaser, applicable amount shall be given by the Contractor either to Customs authority or to ITER-India on demand from the Purchaser/customs authority. **All expenses (including GST) except customs duty, towards procurement of the imported materials should be borne by the Contractor.**

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

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

1.6.3.3.2 TDS applicable at the prevailing rate as per GST Act will be deducted from the supplier's invoice(s). A TDS certificate will be issued to this effect.

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

1.6.4 Mode of Payment and Payment Schedule:

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

Table-2: Payment Schedule:

Sr.	Payment milestone	% of Basic Order value (without GST)	Documents for release of payment
01	Advance against award of Contract	10%	1. Proforma Invoice in triplicate 2. Performance Security @5% of order value

			3. Advance Payment Bank Guarantee @10% of order value
02	Payment against Acceptance of One (01 No.) Prototype Module of after successful functional testing, successful EMI/ EMC testing and delivery of prototype Module at Purchaser's site	20%	<ol style="list-style-type: none"> 1. A copy of Dispatch Clearance Note issued by Purchaser for one Prototype Module 2. Delivery Challan duly inward at Security Gate and signed by ITER-India representative as delivery acknowledgement 3. Lorry Receipt (if applicable) 4. Invoice describing the items delivered, quantity, unit rate (as applicable) and their total value in triplicate
03	Payment against delivery of nine production modules at Purchaser's site	60%	<ol style="list-style-type: none"> 1. A copy of Dispatch Clearance Note issued by Purchaser for Nine Production Modules 2. Delivery Challan duly inward at Security Gate and signed by ITER-India representative as delivery acknowledgement 3. Tax Invoice describing the items delivered, quantity, unit rate (as applicable) and their total value in triplicate 4. Lorry Receipt (if applicable)
04	Payment against successful completion of Final acceptance i.e. site acceptance test(s) of all the deliverables specified in the PO.	10%	<ol style="list-style-type: none"> 1. A copy of Final Acceptance Note issued by the Purchaser 2. Duly Signed Warranty Certificate 3. Duly signed Pro-forma Invoice in triplicate 4. Extension of Performance security (if required)
Total		100%	

1.6.4.2 The Contractor shall submit Advance Payment Bank Guarantee (APBG) for an equivalent amount against any advance/ progressive payment due to the contractor as per the payment schedule of the Contract. The APBG shall be issued from any nationalized/ scheduled commercial bank (as per RBI) as per the format given in **Annexure-B1** on non-judicial stamp paper of appropriate value and shall remain valid until the expiry of 60 (sixty) days from the date of delivery of the deliverables (Production Modules) against the contract. BG issuing Bank is required to send confirmation through SFMS (Structured Financial Messaging System) on our SBI bank having IFSC Code: SBIN0001045 Account No: 30360272380 and provide intimation of the same on following E-mail ID: accounts@iterindia.in.

1.6.4.3 In the event that the Bank Guarantee needs extension, the Contractor shall extend the validity of APBG for suitable period at his expenses. On the completion of all the delivery obligations as per CONTRACT, the original APBG shall be returned to the Contractor without any interest on receipt of a request from the Contractor.

1.6.5 Bank charges

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

1.7 Inspections and Dispatch Clearance

Refer **Section-C** of the GeM bid for Scope of Supply, Work and Technical Specifications for more details regarding Inspection and acceptance test requirements.

1.7.1 Pre-dispatch Inspection / Factory Acceptance Test

- 1.7.1.1 The Supplier/Contractor shall complete the Inspection and Testing provided in Technical Specifications and submit the test report/ certificate for approval of the Purchaser prior to dispatch of ordered items.
- 1.7.1.2 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 / work to be performed under this Contract 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. Refer Technical Specifications for more details.
- 1.7.1.3 If part of said items/components are being manufactured at other premises (viz. subcontractor/supplier), the Contractor/Supplier shall obtain a permission for the Purchaser's representative to inspect, examine, and test as if the equipment were being manufactured on the Contractor/Supplier's premises.

1.7.2 Dispatch Clearance Note

- 1.7.2.1 Contractor/Supplier shall obtain a Dispatch Clearance Note (DCN) on satisfactory pre-dispatch inspection / factory acceptance of Items/System from ITER-India Commercial Coordinator before effecting the dispatch for Prototype Module and Production modules.
- 1.7.2.2 The Contractor is not allowed to make partial shipment without written consent of the Purchaser.

1.8 Packing, Labelling, Insurance and Delivery Instructions

1.8.1 Packing and handling Instructions

- 1.8.1.1 Careful handling, packaging is required to ensure safety of Ordered Items. The Contractor/Supplier shall be held responsible, accountable and liable for all loss/damages due to improper or poor packing.
- 1.8.1.2 All the components are required to be packed with standard soft material to avoid damages to the items. Packing should be sturdy and rigid enough to withstand shocks and vibrations during transportation of the items. The packing arrangement shall include (but not limited to) a necessary list of documentation and appropriate packing, markings, labelling, handling provisions for the items.
- 1.8.1.3 Any loss/damage to the components/Items during transportation, unloading or due to any other cause, will not be accepted and no compensation shall be paid by ITER-India for the same. The supplier shall take due care regarding packing and forwarding of the components/Items. It is the liability and responsibility of the supplier to deliver the components in safe and perfect condition to ITER-India. In case of damage to the components/Items during transportation or unloading, the Supplier shall perform an urgent and effective repair or shall guarantee the replacement of the faulty component/items

without any cost to the Purchaser, managing the repair or replacement by means of a proper non-conformity management procedure.

- 1.8.1.4 The Contractor/Supplier shall submit a detailed transportation scheme including packing details to the Purchaser in advance for the approval.

1.8.2 Ultimate Consignee & Delivery Address:

- 1.8.2.1 The ultimate consignee of the Purchaser is:

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

- 1.8.2.2 Delivery Address:

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

- 1.8.2.3 Bill To:

Sr. Officer (Purchase & Stores),
ITER-India, Institute for Plasma Research
Block A, Sangath Skyz,
Bhat-Motera Road, Koteswar,
Ahmedabad 380005
Gujarat, India.
GSTIN 24AAAAI0348C2ZC

1.8.3 Delivery Documents

- 1.8.3.1 The Contractor/Supplier shall forward to the Purchaser, by rapid Courier Service and scanned copies through e-mail, following documents at time of dispatch :

- a. Original Tax Invoice in triplicate
- b. Delivery Challan in triplicate
- c. Packing List (if applicable)
- d. Lorry Receipt (LR) (if applicable)

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

1.8.4 Delivery Inspection

The boxes/packages containing the deliverable items, received at the Purchaser’s site will be unpacked in presence (On-line or in-person) of supplier’s representative for identifying the item & visually inspection for any loss/damage during transit. Supplier may witness delivery inspection in-person at his own expenses.

1.9 Transfer of Ownership and Title

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

1.10 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 (refer clause No. [1.8.2.2](#)).

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. 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 or new statutory levies that may be payable at higher rate after the expiry of Contract/Purchase Order delivery dates / completion date (clause [1.11.2](#)).

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 impose LD on the Contractor.

1.11.2.1.2 To terminate the total Contract/Purchase Order, as per clause [1.20](#). However, the Purchaser will inform in writing one month in advance to the Contractor/Supplier before exercising this clause.

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

1.12 Liquidated Damages (LD)

1.12.1 If the Contractor/Supplier fails to deliver the ordered items within the time specified in clause No. [1.4.2](#) 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 Price for each calendar week or part thereof for the delay that is

attributable to the Contractor. The total liquidated damages shall not exceed five percent (5%) of contract price.

- 1.12.2 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.
- 1.12.3 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.

1.13 Force Majeure

- 1.13.1 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.
- 1.13.2 Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.
- 1.13.3 Other Phenomena including but not limited to hostilities riots, civil commotion and declared lock-down in Contractor/Supplier's works.
- 1.13.4 Provided that Parties shall not be liable for delay 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.

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

1.14.1 Final Acceptance

Final / Site Acceptance of the Items/components will be subject to the fulfilment of requirements given in **Section-C: Scope of Supply, Scope of Work and Technical Specifications**.

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

1.15.1 Rejection against Damages during Transit:

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

1.15.2 Rejection before final acceptance:

- 1.15.2.1 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.

1.15.3 Limitation of liability

- 1.15.3.1 Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Contractor/Supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total Contract/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.
- 1.15.3.2 The Purchaser being a research institute, indirect losses, that is loss of production and loss of profit is not applicable.

1.16 Indemnity

The Contractor/Supplier shall at all times indemnify and hold harmless the Purchaser and its employees and officers from and against all claims which may be made in respect of supplies covered by this Contract/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.

1.17 Warranty, Defect Liability, Latent defect

1.17.1 Warranty

- 1.17.1.1 The Contractor/Supplier shall warrant that the items/system 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.
- 1.17.1.2 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.
- 1.17.1.3 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.
- 1.17.1.4 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.
- 1.17.1.5 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. [1.8.2.2](#).
- 1.17.1.6 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.

- 1.17.1.7 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 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.

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

- 1.17.2.1 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 :

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

If the Contractor/Supplier fails to make the required repairs/ replacement within mutually agreed time, then in pursuant to clause [1.17.2.1.1](#), 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 or encashment of Performance security. 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.

1.18 After Sales Services & Availability of Spares

1.18.1 After Sales Services (after warranty period)

In case the Purchaser desires to avail the Contractor's services for repair or maintenance of the supplied items after expiry of warranty conditions mentioned in the Contract, the Contractor shall provide the same on mutually agreed terms and conditions.

1.19 CHANGES

- 1.19.1 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.
- 1.19.2 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.
- 1.19.3 Notwithstanding Clause [1.19.1](#) and Clause [1.19.2](#), 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.

- 1.19.4 If any of the item(s)/changes in Item(s) 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:
- 1.19.5 If the required item/cost for change(s) proposed by the Purchaser is available in the Contract/Purchase Order, the same unit rate/rate shall be used as cost for such change.
- 1.19.6 If the required item/cost for change(s) proposed by the Purchaser is not available in the Contract/Purchase Order, the Purchaser reserves the right to get the detailed break up with valid documentary evidence from the Contractor/Supplier. Contractor/Supplier shall provide the details asked by the Purchaser within the stipulated time. Purchaser and Contractor/Supplier shall mutually agree on such cost for change within 90 days from the date of such change proposed by the Purchaser.

1.20 Cancellation/Termination of Contract/Purchase Order

1.20.1 Termination of Contract/Purchase Order for default

- 1.20.1.1 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:
- 1.20.1.1.1 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.
- 1.20.1.1.2 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
- 1.20.1.2 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.
- 1.20.1.2.1 Forfeiture of Security deposit (performance security)
- 1.20.1.2.2 Recovery of Liquidated Damages (LD) as per the Contract/Purchase Order.
- 1.20.1.2.3 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.
- However, the Contractor/Supplier shall continue to perform the Contract/Purchase Order to the extent not terminated.
- 1.20.1.3 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.

1.20.1.4 In the event of action being taken under sub-clause [1.20.1](#) above, the Contractor/Supplier shall be liable for any loss/damage 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.

1.20.1.5 If the Contract/Purchase Order is terminated as provided in clause [1.20.1](#), 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.

[1.20.2 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.

[1.20.3 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.

Annexure-B1: Bank Guarantee (Advance Payment)**(On non-judicial stamp paper of appropriate value)**

BANK GUARANTEE NO. _____ DATE: _____

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

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

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

In witness whereof, we the _____ have executed this.

Dated the _____ day of _____ 20_____.

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

Witnesses:

(1) Name: _____ Signature _____

Name: _____ Signature _____

Annexure-B2: Non-Disclosure Agreement

CONTRACTOR agrees following points to maintain non-disclosure of proprietary and/or confidential information that are presented/referred in the ITER-India Contract for “_____” vide Contract No._____.

1. Any information from the referred documents will not be disclosed to any other third party or person for making any kind of references without the prior permissions from ITER-India.
2. In case information are to be revealed to a sub-contractor/ consortium partner, CONTRACTOR will sign similar ‘Mutual Non-Disclosure Agreement’ with the sub-contractor/ consortium partner and will submit a copy of the same to ITER-India for conforming the compliance of this ‘Mutual Non-Disclosure Agreement’.
3. Any information from the referred documents of this tender will not be used or published for any purposes other than necessary for the present Contract.

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

Date:

CONTRACTOR

(Name and signature of responsible officer with SEAL)

Annexure-B3: Hindrance Register

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

Format of Hindrance Register:

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

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