



ITER-India
(Institute For Plasma Research)



Title	Global Tender No. I-I/ET-TPT/GTE/26009/26-27 dated 03-07-2026 for Downconverter of Radiometer
Sub Title	PART-A (III): Terms and Conditions of the Contract/Purchase Order

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Ahmedabad 380005, Gujarat, INDIA





Title: Downconverter of Radiometer

Global Tender No.

I-I/ET-TPT/GTE/23009/23-24

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Amendment Record

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1 Table of Contents

1	Terms and Conditions of the Contract (TCC) / Purchase Order	6
1.1	Definitions and Interpretations	6
1.2	General provisions of the Contract	9
1.3	The Purchaser	10
1.4	The Contractor/Supplier.....	10
1.5	Contract/Purchase Order Work Scope and Completion Time	12
1.6	Free Issue Material (FIM), PSBG and Bank Charges:.....	12
1.7	Contract/Purchase Order Price, Payment and Recoveries	13
1.8	Inspections and Dispatch Clearance	17
1.9	Packing, Labelling, Insurance and Delivery Instructions	17
1.10	Demurrage / Wharfage.....	19
1.11	Transfer of Ownership and Title.....	20
1.12	Risk of Loss/damages	20
1.13	Delay, Extension & Postponement	20
1.14	Liquidated Damages (LD)	21
1.15	Force Majeure.....	21
1.16	Final/Site Acceptance:	22
1.17	Rejection of defective goods & Contractor/Supplier's Liability	22
1.18	Indemnity	22
1.19	Warranty, Defect Liability, Latent defect	23
1.20	After Sales Services & Availability of Spares	24
1.21	CHANGES.....	24
1.22	Cancellation/Termination of Contract/Purchase Order.....	25
1.23	Settlement of disputes	26
1.24	The Contract/Purchase Order.....	26
2	Annexures	27
	Annexure-1: Performance Security Bank Guarantee	28
	Annexure-2: Format for EMD Bank Guarantee	30
	Annexure -3 Hindrance Register	32



Abbreviations

A

ABG · Advance Bank Guarantee

B

BG · Bank Guarantee

H

HDFC · Housing Development Finance Corporation

HP · Hold Point

I

ICICI · Industrial Credit and Investment Corporation of India

IDBI · Industrial Development Bank of India

L

LD · Liquidated Damages

N

NP · Notification Point

P

PBG · Performance Bank Guarantee

PLR · Prime Lending Rate

PM · Project Manager

S

SBI · State Bank of India

T

TDS - Tax Deducted at Source

TRO · Technical Responsible Officer

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

Following are the Terms and Conditions of the Contract (TCC) applicable to this tender 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 enquiry shall be deemed to have read and understood the same in total.

1.1 Definitions and Interpretations

1.1.1 Definitions

- (a) **“BID” or “TENDER” or “QUOTATION”** shall mean the tender, offer and quotation in response to this Tender Enquiry.
- (b) **“BIDDER” or “TENDERER” or “VENDOR”** shall mean the entity who seeks to supply the specified goods / Items and perform the scope of work by submitting Tender/Bid/Quotation
- (c) **“COMPLETION”** shall mean that all activities specified under the scope of supply and scope of work have been successfully completed to the complete satisfaction of the Purchaser in all aspects & approved and accepted by the Purchaser.
- (d) **“CONTRACT / PURCHASE ORDER”** shall mean the communication or document signed for and on behalf of the Purchaser by an Officer duly authorized confirming the acceptance, for and on behalf of the Purchaser, on the terms and conditions mentioned or referred to in the said communication or document, including all attachments and appendices thereto, while accepting the Bid or Offer of the Contractor / Supplier for supply of items and any subsequent amendments there to made on the basis of mutual agreement.
- (e) **“CONTRACTOR / SUPPLIER”** shall mean the firm or company with whom or with which the Contract against this tender is placed and shall be deemed to include the Contractor/Supplier's legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Contract.
- (f) **“CONTRACTOR RELEASE NOTE (CRN)/DISPATCH CLEARANCE NOTE (DCN)”** shall mean the document approved by Purchaser's commercial coordinator authorizing the Contractor/Supplier to dispatch/ release the Items to Purchaser's site.
- (g) **“DAP”** shall mean Delivered at Place (as specified ITER-India, IPR). A shipping term as per INCOTERM 2020 which indicates that the Supplier is responsible for delivering the Items/goods to a named destination (ITER-India, IPR), bearing all transport risks and costs until the Items/goods are ready to be unloaded. The Purchaser is responsible for import customs clearance and unloading.
- (h) **“DAY” or “DAYS”** shall mean a Gregorian calendar day or days of twenty-four (24) hours each.
- (i) **“DELIVERABLES”** shall mean all the Items, Products, Components, Services, Documentation that are part of the scope of work and scope of supply as defined in this Tender enquiry Part-A(II).
- (j) **“EFFECTIVE DATE OF CONTRACT/ORDER” or “COMMENCEMENT DATE OF CONTRACT/ORDER”** shall mean the date of Contract / Purchase Order on which the Contract/Order shall come into force.
- (k) **“FACTORY ACCEPTANCE”** shall mean acceptance of items at factory of the Contractor as described in Part-A (II)



- (l) **“FCA”** shall mean **Free Carrier** (at specified Gateway airport). A shipping term as per INCOTERM 2020 which indicates that the Contractor/Seller must deliver the goods, cleared for export, to the carrier nominated by the Purchaser at the named/designated place/airport. The Contractor shall be responsible for delivery until the named place/airport.
- (m) **“FINAL ACCEPTANCE”** shall mean acceptance of items at on-site as per “Final Site Acceptance” Part-A (II)
- (n) **“INCOTERMS”** shall mean International Commercial Terms 2020.
- (o) **“ITEM(S)” or “GOODS” or “MATERIALS” or “PRODUCTS” or “SYSTEMS” or “EQUIPMENT” or “SUPPLIES” or “COMPONENTS”** shall mean and include entire scope of supply and work which Contractor/Supplier has agreed to supply and provide under the Contract / Purchase Order deliverables as specified in the Contract / Purchase Order (as per Part-A(II) of this tender enquiry).
- (p) **“ITER-INDIA”** is a project of Institute for Plasma Research, Bhat, Gandhinagar and it is Indian Domestic Agency for the execution of ITER Project.
- (q) **“MILESTONE”** shall mean a scheduled or planned event or activity that indicates the completion of a major deliverable event or activity of the Contract that is measurable and observable.
- (r) **“MONTH”** shall mean a month according to Gregorian calendar.
- (s) **“ON-SITE”** shall mean the place(s) where the deliverables shall be delivered by the Contractor / Supplier i.e.
ITER-India Lab building
Diagnostics Lab
Institute for Plasma Research Campus
Bhat, Gandhinagar-382428
Gujarat, India
- (t) **“PARTY”** shall mean either the PURCHASER or the CONTRACTOR/SUPPLIER
- (u) **“PARTIES”** to the Contract are the Contractor/Supplier and the Purchaser named in the Contract.
- (v) **“PRICE”** shall mean the basic prices quoted by the bidder in his bid proposal for the entire scope of supply and scope of work as per the specifications as defined in Part-A(II) of this tender enquiry.
- (w) **“PROJECT DIRECTOR”** shall mean Project Director of ITER-India, who is appointed by a competent authority.
- (x) **“PROJECT MANAGER” or “PM”** shall mean the person authorized to act as Project Manager (PM) by a competent authority of ITER-India.
- (y) **“PURCHASER”** shall mean ITER-India (IPR), acting through the Project Director or his authorized representative.
- (z) **“PURCHASE OFFICER” or “COMMERCIAL COORDINATOR”** shall mean the person authorized to act as Purchase Officer and he/she is Purchaser’s representative for all commercial matters of the Contract.

- (aa) **“QUALITY SURVEILLANCE ENGINEER/INSPECTOR”** shall mean any person appointed by or on behalf of the Purchaser to inspect or carry out quality surveillance on Items/supplies, equipment or work under the Contract or any person deputed by Purchaser for the said purpose.
- (bb) **“SUB-CONTRACTOR”** shall mean any person or firm or company on whom execution of any part of the supplies, including supply of any components, carrying out any manufacturing process/inspection/conformity assessment is subcontracted by the Contractor/Supplier and includes its legal successor or permitted assignees, and unless otherwise stated, all the sub-contractors and suppliers to such person and the term sub-contract shall be construed accordingly.
- (cc) **“TECHNICAL RESPONSIBLE OFFICER (TRO)”** shall mean the person nominated by the Purchaser to carry out all technical functions concerning the Contract including inter-alia review of technical documents, post Contract technical follow up and such other technical functions with the approval of Project Manager.
- (dd) **“THIRD PARTY”** shall mean the Party authorized to carry out the assigned inspection/testing on behalf of the Purchaser.
- (ee) **“TOTAL ORDER VALUE” or “TOTAL CONTRACT PRICE”** shall mean the basic price as mentioned in the Contract/Purchase Order i.e. it is the Contract/Order price excluding taxes, duties and levies (if any)
- (ff) **“UNIT RATE”** shall mean the basic rate quoted by the bidder on per unit basis, which will be used for addition or deletion purposes.
- (gg) **“WARRANTY PERIOD”** shall mean the period during which the Contractor/Supplier shall remain liable without any extra cost to the Purchaser for repair, replace or rectify any defective item(s) or performance of the ITEMS supplied under the Contract/Purchase Order.

1.1.2 Interpretations

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

communications, negotiations and agreements of parties with respect thereto made prior to the date of Contract that are included as reference in the Contract.

- (e) **SEVERABILITY:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and terms & conditions of the Contract.

1.2 General provisions of the Contract

1.2.1 Language

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

1.2.2 Governing Law

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

1.2.3 Jurisdiction

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

1.2.4 Exercising the Rights and Powers of the Purchaser

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

1.2.5 Confidentiality and Secrecy

- 1.2.5.1 All information, including but not limited to, specifications, drawings and designs that are imparted to the Contractor/Supplier, shall at all times, remain the absolute property of the Purchaser. The Contractor/Supplier shall not use them for purposes other than for which they are provided for, and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.
- 1.2.5.2 The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever, without the Purchaser's prior consent in writing, except to the extent required for the execution of this Contract/Purchase Order.
- 1.2.5.3 The Contractor/Supplier shall at his own cost procure from his own employees, agents, suppliers or sub-contractors (and agents, suppliers and sub-contractors of such agents, suppliers and sub-contractors) all such acts, deeds and things to cause such employees, agents, suppliers and sub-contractors to whom the confidential information is given, to be bound by similar confidentiality obligations as the Contractor/Supplier is bound under this Agreement.
- 1.2.5.4 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.



1.3 The Purchaser

1.3.1 Permits, Licenses or Approvals

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

1.4 The Contractor/Supplier

1.4.1 Permits, Licenses or Approvals

- 1.4.1.1 The Contractor/Supplier shall, at his own cost, acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings that are necessary for the performance of the Contract/Purchase Order. The Contractor/Supplier shall also acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser as per clause **1.3.1** (Permits, licenses or approvals) hereof and that are necessary for the performance of the Contract/Purchase Order.
- 1.4.1.2 EXPORT LICENSE: If the quoted item/s is/are subject to Export License, the Contractor shall apply on time to obtain Export License from the Exporter's country or any other country without any cost to Purchaser. Purchaser shall provide End Use Statement to Contractor on receipt written request from the Contractor. If Export License is not required, the Contractor shall intimate the same through a letter before making request for opening of LC to the Purchaser

1.4.2 Compliance with law

- 1.4.2.1 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-contractor's and their personnel.

1.4.3 Contractor/Supplier's representative

- 1.4.3.1 The Contractor/Supplier shall appoint the Contractor/Supplier's key representatives, who are responsible for execution of the Contract/Purchase Order.
- 1.4.3.2 The Contractor/Supplier's representatives shall represent and act for the Contractor/Supplier at all times during the tenure of the Contract/Purchase Order. All notices, instructions, information and all other communications to be given by the Purchaser to the Contractor/Supplier under the Contract/Purchase Order shall be given to the Contractor/Supplier's representative(s), except as herein otherwise provided.
- 1.4.3.3 The Contractor/Supplier shall promptly inform the Purchaser if there is any change in the Contractor/Supplier's representative personnel or their designated roles towards this Contract/Purchase Order. In the absence of timely information regarding change of personnel or their designated roles from the Contractor/Supplier, the resulting

damages/liabilities if any, shall not be attributable to the Purchaser.

1.4.4 General obligations

- 1.4.4.1 The Contractor/Supplier shall design (to the extent specified in the scope), procure / manufacture (including associated purchases and/or sub-contracting), and supply the Items with due care and diligence in accordance with the Contract/Purchase Order and with the Purchaser's instructions, and shall remedy any defects in the supplies occurring in warranty period.
- 1.4.4.2 The Items supplied by the Contractor/Supplier shall comply in all respects with particulars of the scope & technical specifications as per the Contract/Purchase Order.
- 1.4.4.3 The Contractor/Supplier shall be deemed to have carefully examined all Contract/Purchase Order documents and obtained clarifications from the Purchaser where needed, the quantities and nature of work and material necessary for the completion of the Contract/Purchase Order, all necessary information for risks, contingencies and other. The price quoted in the price-bid format (Part-B), which rate and prices shall, except as otherwise provided, cover all his obligations under the Contract/Purchase Order and all matters and things necessary for the proper completion of the supplies. The Contractor/Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully supplying the items. No claim on his part which may arise on account of non-examination or misunderstanding of the particulars will, in any circumstances, be considered payable by the Purchaser.
- 1.4.4.4 Each party shall bear their own expenses for visit of their personnel to other party's end concerning execution of the Contract/Purchase Order/order.

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

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

1.4.6 Alteration of specifications and drawings

- 1.4.6.1 The Purchaser reserves the right to alter specifications and drawings, whenever necessary.

1.4.6.2 In the event of such alteration involving a revision in the cost, or delay in the milestone achievement date, the same shall be discussed and mutually agreed to, taking into account the unit rates of similar items in the Contract.

1.4.7 Codes and Standards

Wherever references are made in the Contract/Purchase Order to codes and standards in accordance with which the Contract/Purchase Order shall be executed, the edition or the revised version of such codes and standards current at the date, one (01) day prior to date of Price bid opening shall apply unless otherwise specified. During the Contract/Purchase Order execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with clause **1.21** (Changes), if applicable.

1.5 Contract/Purchase Order Work Scope and Completion Time

1.5.1 Scope of Work, Scope of Supply and Specifications:

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

1.5.1.1 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 the Items/Systems as per Part A (II) of the tender.

1.5.2 Delivery Dates and Completion Time

1.5.2.1 The date of delivery and time for completion stipulated in the Contract shall be deemed to be the essence of the Contract. Delivery and work completion must be accomplished within four months from the date of receipt of Purchase Order, if export license is not applicable or four months from the date of receipt of export license, if applicable.

1.5.2.2 Supplier shall intimate maximum time duration for receipt of export license from the date of PO in their bid.

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

1.6 Free Issue Material (FIM), PSBG and Bank Charges:

No Free Issue Material (FIM) from Purchase side is involved for execution of this Contract/Order. Purchase will provide facilities like electricity, water, space including Microwave source as may be required for final/site acceptance testing of the ordered items.

1.6.1 Performance Security Bank Guarantee (PSBG)

1.6.1.1 Within four weeks from the date of signing of Contract, the Contractor shall submit an irrevocable Bank Guarantee (BG) equal to 5% (five percent) of total Contract value, as “Performance Security” towards satisfactory execution, performance of the Contract and warranty obligations.

1.6.1.2 In case of BG is issued by a Foreign Bank, it should be from a first-class bank of international repute and acceptance of the same will be subject to confirmation by SBI, in India. The format of the Performance Security is given in Annexure-1. BG issuing bank is required to send SFMS Confirmation through SWIFT on our SBI bank having SWIFT

Code SBININBB209 Account No: 30360272380 and provide intimation of the same on following E-mail ID: accounts@iter-india.org.

- 1.6.1.3 The Bank Guarantee shall remain valid till two months beyond the completion of warranty obligations of all items/system under the Contract. If need arises, the Contractor (without waiting for any confirmation on charges to be paid by which party) shall extend the validity of the Bank Guarantee for suitable period, BG extension charges, shall be borne by the Party liable for such extension (if the Purchaser is liable for the extension, such charges shall be reimbursed by the Purchaser to the Contractor against valid documentary proof).
- 1.6.1.4 If the Contractor fails to provide the PSBG, within the period as specified in clause no. 1.5.3.1 such failure shall constitute a breach of Contract and action as deemed fit may be initiated by the Purchaser.
- 1.6.1.5 In the event, the Contractor fails to fulfil any of the obligations under the Contract; the Purchaser shall have the right to encash the Security Deposit.
- 1.6.1.6 If the Contractor fails to extend the PSBG, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the Contract.
- 1.6.1.7 Upon satisfactory completion of warranty period/warranty obligations, the original Bank Guarantee (s) shall be returned to the Contractor on receipt of a request from the Contractor.
- 1.6.1.8 No interest shall be payable to the contractor on PSBG amount, till it is retained by Purchaser.

1.6.2 Bank charges

- 1.6.2.1 **For Indian Contractor:** All bank charges, if applicable, shall be borne by Contractor/Supplier only.
- 1.6.2.2 **For Foreign Contractor:** All the bank charges within India shall be borne by ITER-India. Similarly, all bank charges outside India shall be borne by the contractor. Subsequent amendment of Bank Guarantee / LC, including extension, charges will be in the account of the party who is responsible for such amendment/extension.

1.7 Contract/Purchase Order Price, Payment and Recoveries

1.7.1 Terms of Prices

- 1.7.1.1 The unit prices for this Contract shall remain firm during the validity and extended validity of this Contract. Break-up of price shall be furnished as per price-bid format (Part-B). Unit rate/s shall be valid throughout the validity of Contract period for addition/deletion purposes. The quoted price shall not be subject to price variation. The quoted price shall be firm, fixed and non-revisable during the validity/extended validity of Contract.
- 1.7.1.2 Prices are required to be quoted according to the units indicated in the Price Bid.

1.7.2 Basis of Delivery

- 1.7.2.1 **For Indian bidders:** The price quoted in INR should be inclusive of packing & forwarding, on Free Door Delivery basis including insurance. Indian bidders quoting in foreign currency should quote on the FCA at the specified 'Gateway Airport' basis as per INCOTERMS 2020 (Ref. clause No. [1.7.2.2.1](#)).
- 1.7.2.2 **For Foreign bidders:** DAP, ITER-India, IPR or FCA at the specified 'Gateway Airport' basis as per Incoterms 2020, based on delivery basis quoted in the bid.

Sr. No.	Country	Airport
1	Argentina	Buenos Aires
2	Australia	Melbourne
3	Austria	Vienna
4	Belgium	Antwerp
5	Canada	Toronto / Montreal
6	China	Beijing
7	Czech Republic	Prague
8	Denmark	Copenhagen
9	Finland Helsinki	Finland Helsinki
10	France	Paris
11	Germany	Frankfurt
12	Hong Kong	Hong Kong
13	Ireland	Dublin
14	Italy	Rome
15	Japan	Tokyo / Osaka
16	Netherlands	Amsterdam
17	Norway	Oslo
18	Poland	Warsaw
19	Russia	Moscow
20	Singapore	Singapore
21	South Africa	Johannesburg
22	South Korea	Seoul
23	Spain	Barcelona/Madrid
24	Sweden	Stockholm
25	Switzerland	Zurich
26	United Kingdom	London
27	U.S.A.	JFK

1.7.2.2.1 List of Gateway airports is given below (Table-1) for air shipment

Table-1 List of Gateway airports

1.7.2.2.2 Since the Purchaser has authorized consolidation agents, they will arrange for airfreight from the respective Gateway Airport.

1.7.2.3 Refer to clause no. [1.9.4.2](#) for details of “delivery address”.

1.7.3 Taxes and Duties

1.7.3.1 The price quoted should be exclusive of all applicable taxes, levies, duties which are to be mentioned separately in the un-Price Bid format (**Annexure-A2** of Part-A(I)) at the prevailing rates.

1.7.3.2 **In respect of Foreign bidder:** The price/s quoted should be inclusive of all applicable taxes, levies, duties arising in the bidder’s/manufacturer’s country or any other country/ies except India.

1.7.3.3 **In respect of Indian bidder:** 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.

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

1.7.3.3.2 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, 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.

1.7.3.3.3 Indian 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.

1.7.3.3.4 Custom Duty:

ITER-India is exempted from payment of Customs Duty as per notification no. No. 45/2025 –Customs Dated 24th October, 2025. 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. Tentative 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 applicable GST, except basic customs duty, towards procurement of the imported materials should be borne by the Contractor.**

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



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

1.7.3.4.2 TDS (applicable for Indian Contractor) 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.

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

1.7.4 Mode of Payment and Payment Schedule:

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

1.7.4.1 Payment terms— 80% payment against shipment/delivery of all ordered Items (refer delivery documents as per clause no. 1.9.5 in this regard) and 20% payment against successful completion of Final/Site Acceptance test at ITER-India, IPR. Payment will be arranged through sight draft/ wire transfer (For foreign Contractor and through NEFT/RTGS for Indian Contractor, through State Bank of India (SBI)). However, other terms of payment like establishment of Irrevocable Letter of Credit (L/C) with payment at sight may be considered for foreign contractor on such terms and conditions as may be agreed upon. (L/C will be opened through Purchaser's Bankers and all bank charges outside India to be borne by the Contractor).

1.7.4.1.1 Opening of L/C will be subject to signing of a Contract, furnishing order acknowledgement, Performance Security as specified in the tender documents and Contractor obtaining Export License, if applicable. In case Export License is not required, Contractor shall submit a declaration to this effect along with the Order Acknowledgement.

1.7.4.1.2 Agency Commission (if applicable)

- a. The amount of commission included in the price and payable to the Indian Agent of the Foreign Contractor shall be paid directly to the Indian Agent by ITER-India in equivalent Indian Rupees on the basis of an invoice from the agent applying T.T. buying rate of exchange ruling on the date of placement of the Contract and which shall not be subject to any further exchange variations. The payment will be released to the Indian Agent within 30 days from the date of final acceptance of ITEMS. Indian agent may send the invoice in duplicate to ITER-India after final acceptance of ITEMS. Applicable TDS and other taxes will be deducted from the payment and certificate will be issued.
- b. The Foreign Contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency commission which would be paid to the Indian Agent directly by ITER-India. However, the Foreign Contractor's invoice should separately reflect the amount of commission payable to the Indian Agent.
- c. The Name and address of the accredited Indian Agent, if any, should be mentioned clearly in the Bid with credentials of the Agent. A copy of Agency Agreement shall also be submitted along with Bid (For Foreign bidder).

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

1.7.5.1 In case the Contractor/Supplier fails to execute the Contract/Purchase Order due to reasons not attributable to the Purchaser and which do not fall under force majeure as per the

Contract/Purchase Order conditions, the outstanding advance payments made shall be recovered, along with the interest at the prevailing Benchmark Prime Lending Rate (BPLR) of State Bank of India as on date of the Contract/Purchase Order. This shall be without prejudice to the other remedies available to the Purchaser under this Contract/Purchase Order.

1.7.6 Recovery of Sums Due

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

1.8 Inspections and Dispatch Clearance

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

1.8.1 Despatch Clearance Note

- 1.8.1.1 Contractor/Supplier shall obtain a Despatch Clearance Note (DCN) on satisfactory pre-dispatch inspection / factory acceptance of Items/System from ITER-India Commercial Coordinator before effecting the dispatch.
- 1.8.1.2 The Contractor is not entitled to make partial shipment without written consent of the Purchaser.

1.9 Packing, Labelling, Insurance and Delivery Instructions

1.9.1 Packing Instructions

- 1.9.1.1 All the components are required to be cleaned properly and shall be packed in new, clean, sealed polythene bags followed by wrapping with bubble sheet before transportation. The wrapped assembly shall be sent in a box with suitable provisions to avoid loading on the welded stubs and tubing. The Contractor/Supplier shall be held responsible for all damages due to improper or poor packing.
- 1.9.1.2 Packing should be airworthy, sturdy and rigid enough to withstand shocks and vibrations during transportation. The Contractor/Supplier shall provide suitable packing such as shock/vibration absorption material to avoid damage during transportation. The packing arrangement shall include (but not limited to) a necessary list of documentation and appropriate packing, markings, labelling, handling provisions for the items.
- 1.9.1.3 Any damage to the components during transportation 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 system. It is the liability of the supplier to deliver the system in perfect working condition to ITER-India. Damaged components will be repaired/ replaced by the supplier at free of cost.

- 1.9.1.4 The Contractor/Supplier shall submit a detailed transportation scheme including packing details to the Purchaser in advance for the approval.
- 1.9.1.5 If packing materials are of any kind of plant origin, Phytosanitary Certificate (ISPM 15)/Fumigation Certificate or its equivalent issued by an authorized Officer at the Country of Origin of the consignment in the format prescribed under the International Plant Protection Convention of the food and agricultural organization shall be sent along with the shipping documents. This is a mandatory requirement under law enacted by the Govt. of India. Deviation from this may result in holding of the consignment at customs causing delay which will be the sole responsibility of Foreign Contractor. In case, the dangerous cargo certificate is required, same needs to be submitted by the Foreign Contractor.
- 1.9.1.6 The Contractor shall also ensure that one copy of packing list is enclosed in each box/crate in order to facilitate prompt clearance of deliverables upon arrival.

1.9.2 Marking & Labelling

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

1.9.3 Insurance

1.9.3.1 Indian Contractors:

The items shall be delivered to the purchaser's site (Delivery address given in [1.9.4.2](#)) on free door delivery basis, freight paid and duly insured (covering transit insurance, installation, commissioning till final acceptance). All expenses including the freight, insurance, loading, unloading of items at Purchaser's site, shifting of items within Purchaser's site, installation testing and commissioning are to the account of Contractor/Supplier.

1.9.3.2 Foreign Contractors:

The foreign Contractor must take an appropriate insurance for all the Items delivered up to FCA specified Gateway airport against a risk of loss or damage during the transport. Proof of insurance to be submitted to ITER-India along with other shipping documents. Purchaser shall make further arrangement for delivery of items from the FCA airport to the delivery site at its own cost.

1.9.4 Ultimate Consignee & Delivery Address:

1.9.4.1 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

1.9.4.2 Delivery Address:

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

1.9.4.3 Bill To:

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

1.9.5 Delivery Documents

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

- a. Airway bill clean on board (foreign contractor)
- b. Packing list
- c. ISPM 15 / Fumigation (foreign contractor)
- d. Non-Dangerous Cargo certificate, if applicable (foreign contractor)
- e. Original Tax Invoice in triplicate
- f. Delivery Challan in triplicate (Indian contractor)
- g. Duly consignment receipted copy of Lorry Receipt. (Indian contractor)
- h. Despatch clearance note issued by the Purchaser
- i. Warranty Certificate

1.9.5.2 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”

1.9.6 Delivery Inspection

The boxes/packages containing the deliverable items, received at the Purchaser’s site will be unpacked for identifying the item & visually inspection for any loss/damage during transit. Refer Part-A(II) for more details.

1.10 Demurrage / Wharfage

All demurrage, detention, storage, customs inspection, wharfage and allied expenses incurred by ITER-India, if any, due to delayed clearance of items in view of non-receipt, incomplete or delayed receipt by ITER-India of the shipment documents, mis-declaration/wrong declaration of cargo, errors/difference between materials/items specifications mentioned in shipping documents and physically on the materials/items shall be recovered from the payment due to the Contractor. ITER-India shall inform as soon as possible to contractor of such incidences in writing along with the necessary information.

1.11 Transfer of Ownership and Title

- a. Transfer of ownership of the Items shall occur upon delivery of each shipment/shipments as per FCA specified Gateway airport Incoterms 2020 basis (for Foreign Contractor) and upon successful completion of Final Site Acceptance test (For Indian Contractor).
- b. Transfer of Ownership from contractor to ITER-India as per FCA airport or upon safe receipt shall not in any way relieve the Contractor of its responsibilities and liabilities under the Contract.

1.12 Risk of Loss/damages

The Contractor/Supplier shall be responsible 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. [1.9.4.2](#)). – For Indian Contractor

The Foreign Contractor shall be responsible at his own risk for the care and custody including theft, damage due to any reasons, of the Items or any part thereof until their respective delivery as per Incoterms 2020. However, the Foreign Contractor shall be responsible and liable for the Items delivered till successful completion of Site Acceptance test.

1.13 Delay, Extension & Postponement

1.13.1 Extension of Time (due to Contractor/Supplier)

1.13.1.1 In the event, the contractual delivery dates cannot be adhered to for any cause(s) attributable to the Contractor/Supplier, an application for extension of time with sufficient reasons shall be made by the Contractor/Supplier to the Purchaser. If failure, on the part of the Contractor/Supplier to deliver the items/completion of work in scheduled time shall have arisen from any causes which the Purchaser may find as reasonable ground for an extension of time (and his decision shall be final), he may allow such additional time as he may consider justified in the circumstances of the case through a formal notification. However, this extension shall be without prejudice to the Purchaser's right to recover Liquidated Damages (LD) as stipulated in clause [1.14](#). 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.

1.13.1.2 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 [1.13.2](#)).

1.13.2 Delay in delivery dates/completion time

1.13.2.1 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:-

1.13.2.1.1 To receive the deliverable items under the Contract/Purchase Order after prescribed date of delivery with the right to recover the Liquidated Damages as per the clause [1.14](#).

1.13.2.1.2 To terminate the total Contract/Purchase Order, as per clause [1.22](#) in case the liquidated damages (as per clause [1.14](#)) recovered from the Contractor/Supplier reaches maximum value. However, the Purchaser will inform in writing one month in advance to the Contractor/Supplier before exercising this clause.

1.13.2.2 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-3**.

1.14 Liquidated Damages (LD)

1.14.1 If the Contractor/Supplier fails to deliver the items (as per Part-A(II)) (as per applicable Incoterms 2020 for Foreign Contractor and Free door delivery for Indian Contractor) within the time specified in clause No. [Error! Reference source not found.](#) and the delay or part thereof is attributable to the Contractor/Supplier, the Purchaser shall recover from the Contractor/Supplier as liquidated damages for delay, sum of half percent (0.5 percent) of the Contract/Purchase Order basic price per week (each full calendar week) of delay or part of the week of delayed period that is attributable to the Contractor/Supplier. The total liquidated damages shall not exceed five percent (5%) of the Contract/Purchase Order basic price.

1.14.2 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.

1.14.3 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.

1.15 Force Majeure

1.15.1 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.

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

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

1.15.4 Provided that Parties shall not be liable for delays in performing its obligations resulting from any Force Majeure causes as referred to/or defined above. The date of completion will subject to hereinafter provided, be extended by reasonable time even though such cause may occur after 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.

1.16 Final/Site Acceptance:

1.16.1 Final Acceptance

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

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

1.17.1 Rejection against Damages during Transit:

If the items/Systems/components or any portion thereof is damaged during transit, the Purchaser shall give notice to the Contractor/Supplier setting forth particulars of such items/Systems/Components damaged during transit. The replacement of such Systems/Components/Items shall be effected by the Contractor/Supplier within a reasonable time to avoid unnecessary delay in the intended usage of the Systems/Items. The costs of replaced items shall be borne by the Contractor/Supplier (applicable for Indian contractor and Foreign Contractor with delivery on DAP ITER-India Incoterms 2020 basis). In case of Foreign contractor, the cost of replaced items shall be borne by the Purchaser (in case of FCA Shipment), subject to transit damage due to default in transportation carried out by the Purchaser. However, in case of transit damage due to improper packing, then cost of replaced items shall be borne by Foreign Contractor only.

1.17.2 Rejection before final acceptance:

1.17.2.1 In the event that any of the items/components supplied by the Contractor/Supplier are found defective in material or workmanship or not in conformity with the requirements of the Contract/Purchase Order specifications, before the final acceptance, the Purchaser shall reject the same and request the Contractor/Supplier in writing to repair or to replace the defective items free of cost to the Purchaser within a mutually agreed time period. However, such extension of time if any, shall be without prejudice to the Purchaser's right to recover liquidated damages as stipulated in clause [1.14](#).

1.17.3 Limitation of liability

1.17.3.1 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.

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

1.18 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.

1.19 Warranty, Defect Liability, Latent defect

1.19.1 Warranty

- 1.19.1.1 The Contractor/Supplier shall warrant that the items supplied under this Contract/Purchase Order comply fully with the specifications laid down, for material, workmanship and performance. The items shall be new, unused and free from any defects.
- 1.19.1.2 The Contractor/Supplier shall provide a warranty covering repair or replacement of the Items up to **01 (One) year** from the date of final acceptance at On-Site. Warranty of (OEM) bought out items / procured components, if more than 1 year shall be intimated by the Contractor and will be applicable for all such items.
- 1.19.1.3 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.
- 1.19.1.4 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.
- 1.19.1.5 The repair or replacement of items under warranty by the Contractor/Supplier shall be on Free Door Delivery basis (by Indian Contractor) and DAP as per Incoterms 2020 (by Foreign Contractor) at On-Site address as per clause no. [1.9.4.2](#). The Contractor/Supplier shall be responsible for taking the damaged items under warranty from On-site and after delivering the replaced item.
- 1.19.1.6 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.
- 1.19.1.7 Further, if in the opinion of the Purchaser, defects are of such a nature that the same cannot be made good or repaired without impairing the efficiency or workability of the system or if in the opinion of the Purchaser, such opinion being final, the components cannot be repaired or altered to make it comply with the requirements of the Contract/Purchase Order, the Contractor/Supplier shall remove and replace the defective component confirming in all respects to the stipulated specifications at the Contractor/Supplier's own cost.

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

- 1.19.2.1 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 :
- 1.19.2.1.1 Replace or rectify such defective items and recover the actual costs so involved from the Contractor/Supplier
- 1.19.2.1.2 Acquire the defective items/Systems/components at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under Clauses [1.19](#) and [1.17](#).

If the Contractor/Supplier fails to make the required repairs/ replacement within mutually agreed time, then in pursuant to clause [1.19.2.1.1](#), such repairs/replacement shall be carried out by the Purchaser, with due information on the actual costs incurred by the Purchaser in carrying out such work in connection therewith, against documentary proof by the Purchaser, shall be paid by the Contractor/Supplier to the Purchaser or recovered by the Purchaser from the payment due to the Contractor/Supplier. In such case, the Purchaser shall be entitled to use the items in a reasonable and proper manner on a mutually agreed basis for such time as sufficient to enable the Purchaser to obtain repair / replacement.

1.20 After Sales Services & Availability of Spares

1.20.1 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.

1.20.2 Availability of Spares

The contractor guarantees to the purchaser, that all the spares for the items supplied under the contract will be available at least for 10 years from the date of delivery to the purchaser. Notwithstanding the foregoing, in the event that during the period indicated above, the contractor intends to phase out the items or the components or spare parts become obsolete or not available, the contractor shall inform in writing to the purchaser about his intention of the manufacture discontinuance of the items supplied to the purchaser or about such obsolescence well in time.

1.21 CHANGES

- 1.21.1 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.
- 1.21.2 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.
- 1.21.3 Notwithstanding Clause [1.21.1](#) and Clause [1.21.2](#), 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.
- 1.21.4 If any of the items in addition to the schedule of supply of materials is required during execution of the Contract/Purchase Order due to change in specifications, drawings, designs etc., which in the opinion of the Purchaser, if not procured promptly may delay the completion of the supplies, the Contractor/Supplier shall procure the required material as per the specifications to the extent required to keep the progress of work unhindered. The Contractor/Supplier shall be paid for such additional procurement in the following manner:

- 1.21.5 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.
- 1.21.6 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.

1.22 Cancellation/Termination of Contract/Purchase Order

1.22.1 Termination of Contract/Purchase Order for default

1.22.1.1 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:

1.22.1.1.1 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 (including failure on part of Supplier to obtain the export license within maximum specified time duration) or any extension thereof granted by the Purchaser or within the period (10 weeks) till which the maximum LD amount is reached.

1.22.1.1.2 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

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

1.22.1.2.1 Forfeiture of Performance Security deposit

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

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

1.22.1.3 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.

1.22.1.4 In the event of action being taken under sub-clause [1.22.1](#) above, the Contractor/Supplier shall be liable for any loss which the Purchaser may sustain on that account. Contractor/Supplier shall not however be entitled to gain on such purchase made on account of his default. The manner and method of such alternate purchase shall be at the entire discretion of the Purchaser, whose decision shall be final. This right shall be without

prejudice to the right of the Purchaser, to recover the damages for breach of Contract/Purchase Order by the Contractor/Supplier as provided in the Contract/Purchase Order.

1.22.1.5 If the Contract/Purchase Order is terminated as provided in clause [1.22.1](#), 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.

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

1.22.2 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.

1.22.3 Termination of Contract/Purchase Order for convenience

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

1.23 Settlement of disputes

1.23.1.1 Any disputes or difference arising out of or in connection with the Contract/Purchase Order shall be to the extent possible settled amicably between the parties involving management from either side within one hundred and twenty(120) days.

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

1.23.1.3 Arbitration is not applicable under the Contract. However, adjudication by the court under jurisdiction is a remedy for the disputes not settled amicably between the parties within Ninety (90) days

1.24 The Contract/Purchase Order

1.24.1 Signing of Contract/Purchase Order:

The Contract/Purchase Order shall be signed by authorized representatives of Contractor/Supplier and Purchaser

1.24.2 Amendments



Title: Downconverter of Radiometer

Global Tender No.

I-I/ET-TPT/GTE/23009/23-24

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

1.24.3 Coming into Force (Effect of Contract/Purchaser Order)

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

2 Annexures

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

1. Annexure-1: Performance Security Bank Guarantee
2. Annexure-2: Format for EMD Bank Guarantee
3. Annexure-3 : Hindrance Register



Annexure-1: Performance Security Bank Guarantee

"(To be on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution)"

Bank Guarantee Format for Performance Security

Beneficiary:

Project Director

**ITER-INDIA, INSTITUTE FOR PLASMA RESEARCH
BLOCK A SANGATH SKYZ BHAT-MOTERA ROAD,
KOTESHWAR,
AHMEDABAD - 380005**

(hereinafter referred to as Beneficiary)

Date: [date of issue of BG] (To be filled by issuing bank)

PERFORMANCE BANK GUARANTEE No.: [guarantee number] (To be filled by issuing bank)

PERFORMANCE BANK GUARANTEE Amount: Rs (In words

Contract No.:

Bid Number:

Applicant / Seller:

[Name & Address of Contractor]

Guarantor: [name and address of the issuing Bank] (To be filled by issuing bank).....

1. The Applicant / Seller named above has entered into above referred contract with the Beneficiary for the supply of Goods and / or Services as defined in the said contract. According to the conditions of the Contract, a performance security is required to be furnished by the Seller to the Beneficiary for due performance of the contract.

2. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Rs. (in words:), upon receipt by us of the Beneficiary's demand stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

3. We do hereby undertake to pay the amount due and payable under this Guarantee without recourse to the Applicant/ Seller and without any demur or protest or objection, merely on a demand from the Beneficiary. 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. (in words:



4. We undertake to pay the Beneficiary any money so demanded notwithstanding any dispute or disputes raised by Seller(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

5. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Seller (s) shall have no claim against us for making such payment.

6. We further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract including Guarantee/ Warrantee period and that it shall continue to be enforceable till all the dues of the Beneficiary under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We further agree with Beneficiary that the Beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Contractor to extend time of performance by the said Seller(s) from time to time or to postpone any time or from time to time powers exercisable by the Beneficiary against the said Seller(s) and to forbear or enforce any of the terms and condition relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or only extension being granted to the said Seller(s) or for any forbearance, act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the said Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8. Notwithstanding anything contained herein above our liability under the Guarantee is restricted to Rs. (in words:) and shall remain in force until

9. This Guarantee will not be discharge due to be change in the constitution of the Bank or the Seller (s).

10. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Beneficiary in writing.

Dated

For.....

(Indicate the name of the Bank)

Signature.....

Name of the Officer.....

Designation of the officer

Code no

Name of the Bank and Branch.....

**Annexure-2: Format for EMD Bank Guarantee****EMD BANK GUARANTEE
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

BG NUMBER:

Issue date:

Beneficiary:

ITER-INDIA, INSTITUTE FOR PLASMA RESEARCH,
BLOCK A, SANGATH SKYZ,
BHAT-MOTERA ROAD, KOTESHWAR,
AHMEDABAD, INDIA

(HEREINAFTER CALLED AS THE BENEFICIARY/PURCHASER)

DATE:

BANK GUARANTEE NUMBER:

BANK GUARANTEE AMOUNT:

TENDER NUMBER AND TITLE:

APPLICANT/BIDDER:

BIDDER'S NAME WITH COMPLETE ADDRESS TO BE SPECIFIED
(HEREINAFTER CALLED THE APPLICANT/BIDDER)

GUARANTOR:

(INSERT BANK NAME AND BRANCH ADDRESS)

Whereas Applicant / Bidder is willing to submit its bid against the above referred tender by the Beneficiary / Purchaser for "Supply of Turbo Molecular Pumping (TMP) System" as per the tender conditions, Applicant / Bidder is required to submit a Bank Guarantee as EMD.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay, without any delay or demur on the part of the bank, within 48 hours, on demand in writing from the Beneficiary or any officer authorized by it in this behalf and without recourse to the Applicant and without any demure or protest or obligation to the Beneficiary any sum or sums not exceeding in total an amount of INR -----(Rupees ----- only)

1. If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.
2. If the Bidder having been notified of the acceptance of his bid by the Purchaser during the period of its validity. If the Bidder fails to furnish the Security Deposit as per the tender/contract. Fails or refuses to execute the contract.
3. We undertake to pay the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand



Title: Downconverter of Radiometer

Global Tender No.

I-I/ET-TPT/GTE/23009/23-24

the Beneficiary will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

4. This guarantee will remain in force up to 6 months from the bid submission date and any demand in respect thereof should reach the Bank not later than the expiry date.

5. The liability of the Guarantor under this Guarantee shall not exceed for INR ----- (Rupees ----) (the "Guaranteed Amounts").

6. This Guarantee shall be valid up to ----- (the "Expiry Date").

7. Notwithstanding anything to the contrary contained herein, no obligation of the Guarantor to pay any amount under this Guarantee shall arise prior to the fulfilment of the following conditions precedent: Written claim / demand(s) in terms of this Guarantee of an aggregate amount less than or equal to the Guaranteed Amounts is/are made by the Beneficiary hereunder; and such written claim/demand(s) is/are delivered to the Guarantor on or before the Expiry date..... the (Name of Bank) branch located at (branch address). This guarantee shall lapse on the cited date without the need to proceed with any formality judicial or extra judicial.

8. Payment of the guaranteed amount, or any part thereof, will only be made following presentation by the beneficiary to the bank at the bank's (address of branch) branch of a complying demand and this original guarantee for endorsement in the case of a part payment or surrender in the case of final payment of the guaranteed amount.

9. This guarantee is subject to the uniform rules for demand guarantees (URDG) 2010 revision, ICC publication No 758.

10. Notwithstanding anything contained hereinabove:

I. Our liability under the bank guarantee shall not exceed Rs. _____

II. The bank guarantee shall be valid upto _____

III. The beneficiary's right as well the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before ___ (being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause (II) above.)

In Witness Whereof the Bank has executed this Bank Guarantee on the day of, 20xx through its duly authorized representative.

For (Bank Name).....

Signature.....

Name of the Officer

Designation of the officer

Code No.

Name of the Bank and Branch

Seal



Annexure -3 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.