

Bid Specific Additional Terms & Conditions (ATC)

Note: The bid specific ATC shall have precedence over the GeM General Terms and Conditions, whenever there are any conflicting provisions.

GeM Bid No.	GeM Bid No. GEM/2026/B/7784020 for Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System
Title	PART-A(IA): Essential Eligibility Criteria PART-A(IB): Instructions to Bidders and Bid Submission format PART-A (III): Terms and Conditions of the Contract

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





Title: Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System

GeM Bid No.

GEM/2026/B/7784020

Title	Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System
Sub Title	PART-A(IA): Essential Eligibility Criteria

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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 Entity. 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 (EEC)	Evidence to be submitted	Documents submitted (to be filled by Bidder)
1.	The bidder must be an Original Equipment Manufacturer (OEM) of nitrogen generator plant/System.	Bidder shall submit self-declaration of manufacturer on the company letterhead and product catalogue	Letter ref. Dated and product catalogue
2.	The bidder shall have at least three (3) years’ experience of supply and installation of nitrogen generators plant/System of minimum 10 Nm ³ /hr capacity.	At least one unpriced Purchase Order (PO)/ Work Order (WO) (within last three years from tender date) with complete technical details along with its tax invoice/ completion certificate issued by Purchase	PO/WO No. ----- dated ----- Capacity of Nitrogen generator plant/system installed as per above PO ----- Nm ³ /hr Invoice/ Completion Certificate ref. ----- dated -----

Note: 1. Refer clause No. **1.1** for other eligibility, Purchase preference and exemption conditions.

2. Before quoting the rate, bidders are advised to visit the Site to better understand the complexity and scope of work, and discuss with ITER India representative (Mr. Lalit Sharma 9377896728) regarding any issues related to scope of supply & work before quoting. The bidder should get signed the site visit certificate (As per **Annexure-I of Part-A(II)**) from the Engineer In-charge and submit the same with their offer as a token of understanding of site requirements by the bidders.

1.1 Bidder eligibility and other applicable conditions

a.	Preference to Make In India (MII): Preference shall be given to Class-I Local Supplier as defined in Public Procurement (Preference to Make In India) Order 2017, as amended from time to time and its subsequent orders/notifications issued by concerned Nodal Ministry for specific goods/products. The local content to qualify as Class-I (minimum 50% currently) or Class-II Local Supplier (minimum 20% currently) is as per Government notification no. P-4501/2/2017-PP (BEII) dated 16.09.2020 issued by Ministry of Commerce & industry in this regard. <u>Only Class-I Local Suppliers and Class-II Local Suppliers are eligible to bid for this enquiry. Non-Local Suppliers are not eligible to bid for this tender. Government notification no. P-4501/2/2017-PP (BEII) dated 16.09.2020 shall apply for this tender.</u> Class-I Local Suppliers and Class-II Local Suppliers will submit duly signed Self-certification under preference to Make in India order on their letter head as per Annexure-A1: FORMAT FOR LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER to be submitted along with the offer/bid failing which bid may not be considered for further evaluation.
b.	Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Purchase preference to Micro and Small Enterprises will get precedence over Preference to Make In India.
c.	If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the Purchaser.
d.	If the bidder is a Start-up as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the Purchaser.
e.	Orders (F. NO.6/18/2019-PPD dated 23rd July 2020) issued by the Government of India restricting procurement from bidders of certain countries which shares a land border with India shall apply to this procurement. Any bidder from a country which shares a land border with India (https://mea.gov.in/india-and-neighbours.htm), excluding countries as listed in the website of Ministry of External Affairs (http://meadashboard.gov.in/indicators/92), to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called restricted countries') shall be eligible to bid in this tender only if the bidder is registered (https://dpiit.gov.in/sites/default/files/Revised-Format-Bidders-31March2021.pdf) with the Registration committee constituted by the Department for promotion of Industry and Internal Trade(DPIIT). The bidders shall enclose valid registration

certificate along with their offer. Wherever the bids are received without accompanying the above said requisite certificate such offers shall be treated as incomplete and not considered.

Self-declaration regarding bidder not belonging from a country which shares/not shares land border with India as per [Annexure-A2](#): Self-declaration by Bidder of a country sharing/not sharing land border with India should be uploaded on GeM portal along with other documents.

Bidder from such Restricted Countries" means: - a) An entity incorporated, established, or registered in such a country; or b) A subsidiary of an entity incorporated, established, or registered in such a country; or c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium/ joint venture where any member falls under any of the above.

In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate as per [Annexure-A2](#).

If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.



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GEM/2026/B/7784020

1.2 Annexure-A1: FORMAT FOR LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER

[ON THE LETTER HEAD OF THE BIDDER]

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 and its amendments, we M/s. _____ hereby certify that we are local supplier meeting the local content _____% excluding transportation, insurance, installation, commissioning, testing, training and after sales service support like AMC/CMC etc. for the items offered against **GeM Bid No. GEM/2026/B/7784020 for “Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System”.**

Details of location at which local value addition will be made are 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 of the bidder: Designation:

Official Seal



1.3 Annexure-A2: Self-declaration by Bidder of a country sharing/not sharing land border with India

[ON THE LETTER HEAD OF THE BIDDER]

- Ref: 1) Our bid/offer No. dated
- 2) **GeM Bid No. GEM/2026/B/7784020 for “Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System**

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:

Email id:



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Sub Title	PART-A(IB): Instructions to Bidders and Bid Submission format

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





1 Abbreviations/Acronyms

D

DD · Demand Draft

DPIIT · Department for Promotion of Industry and Internal Trade

E

EMD · Earnest Money Deposit EEC · Essential Eligibility Criteria

H

HDFC · Housing Development Finance Corporation

I

ICICI · Industrial Credit and Investment Corporation of India IDBI · Industrial Development Bank of India

M

MII · Make In India

MSEs · Micro and Small Enterprises

MSME · Micro, Small and Medium Enterprises

N

NEFT · National Electronic Fund Transfer

P

PLR · Prime Lending Rate

R

RTGS · Real Time Gross Settlement

S

SBI · State Bank of India SD · Security Deposit

SPOC · Single Point of Contact

2 Instructions to Bidders and Tender conditions

Online tenders are invited (INR quote only) in **TWO PART** from the reputed and eligible parties against the GeM Bid No. GEM/2026/B/7784020 for “**Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System**” as per the Scope of Supply, Scope of Work, Technical Specifications and Drawings provided in Part-A(II) and Terms & Conditions provided in Part-A(III) of this tender document.

Table 1: Instructions to Bidders

2.1 Tender Documents / Tender Specifications & Requirements	
The scope of supply, scope of work, technical specifications, drawings contract/purchase order terms and bidding procedures are prescribed in the tender documents. The tender documents include the following Parts. Each Part is provided in a separate document with appropriate title.	
a.	Part-A(IA): Essential Eligibility Criteria (EEC)
b.	Part-A(IB): Instructions to bidders and Bid Submission format
c.	Part-A(II): Scope of Supply, Scope of Work and Technical Specifications
d.	Part-A(III): Terms and Conditions of the Contract/Purchase Order
e.	Part-B: Price Bid format (PDF)
f.	Any modification(s) to the tender documents, which may become necessary, shall be uploaded as a corrigendum on GeM portal as well as on ITER-India Website https://www.iterindia.in/tenders under the “Tender- Public/Global Tenders” menu
2.2 Evaluation and clarifications of Part-A bids	
a.	At first the submitted EEC documents will be evaluated against the specified Essential Eligibility Criteria (Refer Part-A (IA)) for the essential eligibility criteria details).
b.	The bids that are meeting all the Essential Eligibility Criteria stipulated in the Part-A (IA) of the tender shall only be shortlisted as “ Eligible Bids ”.
c.	The shortlisted “ Eligible bids ” shall only be considered for further detailed techno-commercial evaluation.
d.	If it becomes necessary to seek clarifications from the bidders regarding EEC, technical and commercial terms and conditions of the tender, the same will be sought through on-line portal from the bidders. In such an event, the bidder will furnish all the EEC, technical and commercial information/clarification through on-line portal, on or before the date and time fixed for submission of such clarifications. If the EEC, technical and commercial clarifications sought for, do not submit on-line on or before the due date and time fixed, such bids are liable to be rejected without any further notice. Purchaser shall not bear the responsibility of delay in receipt of required clarification(s).
e.	<u>The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to eligibility criteria, after submission of the bids, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder</u>

- f. All technical and commercial aspects pertaining to Part-A (Technical and Commercial bid without price) of the tender will be finalized prior to opening of Part-B (Price bid) and no change in this regard shall be accepted after opening of Part-B (Price bid).
- g. Bids that are found to be compliant with the Essential Eligibility Criteria, the scope of work, supply, Technical Specifications and Commercial Terms & Conditions specified in Part-A of the tender documents, shall be shortlisted as **Technically Qualified Bids**.
- h. Price bids (Part-B of bid) of only **Technically Qualified Bids** will be opened online by the Purchaser.

2.3 Evaluation of Part-B bids

- a. The opened price bids (along with its break-up) after conduction of Reverse Auction (as per GeM bid conditions) will be evaluated as per the tender
- b. The evaluation criteria and the basis for the price comparison are specified in the tender document.
- c. Conditional discount, if any offered by the bidder shall not be considered and may lead to the rejection of the bid.
- d. The evaluation committee may hold discussions with the bidder, if required.
- e. Price bid filled by the bidder shall only contain all the required rates, amount and particulars as per the price bid format (Part-B). **Price Bid (Part-B) shall be submitted/ uploaded in Financial Bid/ Financial Document upload option only on GeM portal. In case any bidder submits Price Bid (Part-B) in Technical Bid (Part-A), then such bid shall be treated as unresponsive and such bid shall not be taken up for evaluation as per GeM GTC.**

2.4 Acceptance/Rejection of Bids

- a. Upon acceptance of successful bid, ITER-India may award a Contract to the successful Bidder within the validity/extended validity of the bid.
- b. Non-compliance to tender specifications and/or tender scope and/or tender terms and conditions are liable for rejection. Decision of ITER-India in respect of non-compliance shall be final and binding on the bidders.
- c. Canvassing in any form with regard to this tender will lead to rejection of the bid.

2.5 Construction of contract

- a. It is the intent of ITER-India to incorporate the Scope of supply and work, Technical Specifications, Terms & Conditions of the Contract and price bid in the final Contract between ITER-India and the successful bidder. This final Contract shall include deviations, if any, as mutually agreed between ITER-India and the successful bidder. However, any variation in the scope of supply and / or scope of work to meet the intent of this specification and to be in line with good engineering practice and manufacturing feasibility during execution of Contract shall not be subject to price variation.

2.6 Cancellation of Tender

- a. During the tendering process, there may be some unforeseen situations compelling the Purchaser to cancel the Tender without finalization. In such a case, the Purchaser will send a notice/intimation for cancellation of the Tender by email/upload on website. Purchaser will not be responsible for any consequences due to such cancellation. Bids received (in "As Is" condition) will be returned to the bidders.

3 Bid Submission Content, Format & Instructions

3.1 Techno-commercial Bid submission

3.1.1 Contents

The following table provides the guideline for preparing and arranging the Part-A bid documents.

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 Part-A

S/N	Content to be included	Detail	Submitted Yes / No
1	Covering Letter & Bidder Information	➤ Bid Covering Letter ➤ General information about the bidder as per the template provided in this document (Annexure-B1)	
2	EEC	➤ All documents in compliance to EEC as per Section-1 of Part-A (IA)	
3	EMD	Proof of Payment of EMD or Valid document as per applicability for exemption from payment of EMD. (Bidder has to upload scanned copy of the DD/ EMD-BG (as per Annexure-B6)/ proof along with bid and has to ensure delivery of hardcopy (original) to the Buyer within 5 days of Bid End date).	
4	Compliance with Scope of Supply (Deliverable), Scope of Work and Technical Specifications of Part-A(II)	➤ Duly filled in, signed and stamped Technical Compliance Statement as per Section 10 of Part-A(II) ➤ Provide signed and stamped Letter of Acceptance for Tender Part-A as per Annexure-B3 of Part-A(I) of the tender duly tick marked on unconditional acceptance in Sr. No. 4. In case of any comments in any of the part of tender document(s), enclose separate sheet to this annexure, mentioning details of comments on specific section/clause of tender document and put specific remarks against unconditional acceptance.	
5	Compliance against Terms and Conditions of the Contract as per	➤ Provide signed and stamped Letter of Acceptance for Tender Part-A as per Annexure-B3 of Part-A(I) of the tender	

	Part- A(III) of the tender	duly tick marked on unconditional acceptance in Sr. No. 4. In case of any comments in any of the part of tender document(s), enclose separate sheet to this annexure, mentioning details of comments on specific section/clause of tender document and put specific remarks against unconditional acceptance. ➤ (Note: only one set of Annexure-B3 to be submitted against Sr. No. 4 & 5 of this table-2) ➤ Provide confirmation/compliance with Commercial Terms & Conditions as per Annexure-B2 Unpriced Bid Format of Part-A(IB) and Annexure-B4 Commercial Compliance for Part-A(III)	
6	Self-Declarations for MII and Bidder of a Country sharing land border with India	➤ Annexure-A1 and ➤ Annexure-A2 of Part-A(IA)	
7	Price Fall Clause Certificate	➤ Provide duly signed and stamped certificate as per Annexure-B5 regarding applicability of Price fall clause	
8	PAN, GST, MSME, Start up registration details and any other details	➤ PAN ➤ GST registration ➤ MSME (Udyam Registration) ➤ Start-up registration ➤ Registration with DPS, DAE ➤ Registration with NSIC ➤ Any other details	
9	*EMD Exemption claimed as per GeM bid, if yes	➤ 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	

* The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid. Following categories of bidders are exempted from submission of EMD :

- (i) Under MSE category, only manufacturers for Goods and Service Providers for Services registered for tendered item/service group/category are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. Manufacturer of Goods/Service Provider for Services shall give specific confirmation to this effect at the time of bid submission along with valid MSE registration certificate.
- (ii) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are also exempted from submission of EMD subject to furnishing proof of valid registration certificate or any other valid proof.



- (iii) Micro and Small Enterprises (only manufacturers for goods, except traders) registered with NSIC for the tendered Product group/category
- (iv) Seller or Service Provider registered with DPS, DAE. Such bidder shall have to upload scanned copy of relevant registration document along with their bid.
- (v) The bid for seeking EMD exemption without submission of EMD and/ or without relevant/ valid document for availing exemption of EMD shall be treated as unresponsive bid and will not be taken up for evaluation.

3.2 Price Bid submission (Part-B)

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 Bid format (PDF file) as per Part-B on their letter head along with the Price Bid submission on GeM portal only.

Price Bid (Part-B) shall be submitted/ uploaded in Financial Bid/ Financial Document upload option only on GeM portal. In case any bidder submits Price Bid in Technical Bid (Part-A), then such bid shall be treated as unresponsive and such bid shall not be taken up for evaluation as per GeM GTC.



4 Annexures

4.1 Annexure-B1: 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	
11.	PAN details of the bidder	
12.	MSME (Udyam) registration details with category (General/SC/ST/Women), if any	
13.	Start-up registration details, if any	
14.	Registration with NSIC or with DPS, DAE	
15.	Bid security/EMD exemption claimed, if yes, provide following details: a. Specify related category of item (NIC code) in your Udyam registration certificate under which tendered Item falls	

Authorized signatory of Bidder

Bidder's stamp

4.2 Annexure-B2: 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 (Part-A)** on GeM portal.

Bidder shall ensure that no price elements are contained in this unpriced bid format. In case any bidder submits price details in Technical Bid (Part-A), then such bid shall be treated as unresponsive and such bid shall not be taken up for evaluation as per GeM GTC.

A. Unpriced Bid Format:

Table-A: Total Cost of complete Pressure Swing Adsorption (PSA) Technology based onsite Nitrogen Generator System

Description	*Total Price in (Rs.) (Quoted Yes/No)
Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading and Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of complete Pressure Swing Adsorption (PSA) Technology based onsite Nitrogen Generator System as per technical specifications (Part-A(II) of tender document).	Yes/No

*Note:

- No extra payment will be made for the following.
- The quoted rate shall be inclusive of all material, labour, consumables (such as fastener, fittings, tarpaulin sheet, red oxide, enamel paint of suitable shade etc.), fabrication, welding, testing, Painting, Fixing, Installation, loading, unloading, transportation, shifting of material, storage. Necessary equipment, instruments, spares, tools & tackles, hoists, crane, scaffolding, material, labour construction equipment, temporary structures/scaffolding and necessary safety devices etc. required during execution of work at site including making access, cutting & filling (civil work in the wall/ structure) etc., for smooth execution and completion of overall work.

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 on imported items in the quoted price subject to submission of import items list with approximate quantity for availing custom duty exemption as per clause no. 9.3.4 of Part-A(III)	
2	The quoted price shall be firm, fixed and non-revisable during the validity/ extended validity of Purchase Order/Contract.	
3	Each Party shall bear their own expenses for visiting to other Party's site concerning execution of the order/contract	



Title: Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System

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4	Bidder shall quote for complete scope of supply, work and all components (complete system).	
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C. Compliance with Commercial Terms, Taxes and Duties: Table-C

Particulars	Compliance
Delivery Basis: Free Door Delivery at the Delivery address provided in clause No. 11.5.1 of Part-A(III)	Yes / No (In case of No, details of deviation to be specified)
Price Basis: Offered Prices on GeM shall be on all-inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading, shifting and acceptance testing 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 by bidder
HSN code of offered item(s)	To be specified by bidder
Bid Validity Period – 90 days from date of opening of Technical Bid	Yes / No (In case of No, details of deviation to be specified)
Declared local content in the offered item as per Annexure-A1 of Part-A(IA)	Percentage of local content to be specified
Declared compliance to land border sharing countries as per Annexure-A2 of Part-A(IA)	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. 9.3.4 of Part-A(III)	Yes / No (In case of No, details of deviation to be specified)
Submission of Price Fall clause certificate as per Annexure-B5 of part-A(IB)	Yes / No (In case of No, details of deviation to be specified)

Declaration	We certify that the above mentioned unit rate and total price is inclusive of all applicable Taxes & Duties and on Free Door Delivery Basis as per GeM GTC.	
Bidder Signature		
Name of the signatory & Title	Name	Title
Bidder's Official seal		
Place & Date	Place	DD-MM-YYYY



4.3 Annexure-B3: Letter for Acceptance of Part-A of Tender

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

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 Part-A of the Tender

Ref. : **GeM Bid No. GEM/2026/B/7784020 for “Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System**

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.
 - a. Par-A(IA): Essential Eligibility Criteria,
 - b. Part-A(IB): Instructions to Bidders and Bid Submission Formats
 - c. Part-A(II): Scope of Supply & Work, Technical Specifications and Drawings
 - d. Part-A(III): Terms and Conditions of the Contract/Purchase Order
 - e. Part-B: Price Bid & Price Break-up format

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, if any, 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 check box).
☐ I/ We hereby **unconditionally accept** all the Technical Specifications, scope of work, scope of supply, drawings (if any) and other details as per Tender Specifications and the Terms & Conditions as per entire tender documents i.e. Part A(IA), Part-A(IB), Part A(II), Part-A(III) and Part B, Price bid & price break-up format.

(In case of any comments in any of the part of tender document(s), enclose separate sheet to this annexure, mentioning details of comments on specific section/clause of tender document and put specific remarks against unconditional acceptance. Refer note below for details)



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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 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.



4.4 Annexure-B4: Commercial Compliance for Part-A(III)

Clause No.	Description	Bidder's Compliance (Yes/No)	Remarks (if any)
PART-A(III): Terms and Conditions of the Contract			
1	Preamble		
2 (2.1 to 2.2)	Definitions and Interpretations		
3 (3.1 to 3.5)	General provisions of the contract		
4 (4.1)	The Purchaser		
5 (5.1 to 5.7)	The Contractor		
6 (6.1 to 6.2)	Subject matter of contract		
7	Provisions during Contract execution		
8 (8.1)	Guarantees		
9 (9.1 to 9.5)	Contract Price, Payment and Recoveries		
10	Quality Assurance, Inspection and Acceptance		
11 (11.1 to 11.6)	Packing, Marking & Labelling, Dispatch and Delivery		
12 (12.1 to 12.4)	Delay, Extension & Postponement		
13	Final/ Site Acceptance		
14	Warranty		
15 (15.1 to 15.4)	Rejection of defective goods & Contractor's Liability		
16	Change Management		
17 (17.1)	Settlement of disputes		
18 (18.1)	Cancellation/Termination of Contract		
19 (19.1 to 19.2)	The Contract		
20	Annexures (1, 2 and 3)		
Bidder Signature			
Name of the signatory & Title	Name	Title	
Bidder's Official seal			
Place & Date	Place	DD-MM-YYYY	



Title: Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System

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4.5 Annexure-B5 Price Fall Clause Certificate

(To be submitted in the bidder's company letter head)

I/We undertake that we have not offered to supply / supplied / are not supplying same or similar products / systems or sub systems at a price lower than that offered against the GeM Bid/ Tender No..... dated in respect of any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

Date: Signature of the Tenderer

Seal of the Firm



4.6 Annexure-B6: 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 **“Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator 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.

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 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.

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 above date (i.e. expiry date).

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

This Guarantee shall be valid up to ----- (the “Expiry Date”).

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.

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.

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

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



Title: Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System

GeM Bid No.

GEM/2026/B/7784020

Title	Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System
Sub Title	PART-A (II): Scope of supply, scope of work, technical specifications and drawing(s)

Note: Scope of supply, scope of work and technical specifications are uploaded with the catalogue created on GeM portal. The same can be downloaded from ITER-India website: <https://www.iterindia.in/index.php/tenders> (under public/global tender menu).

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





Title: Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System

GeM Bid No.

GEM/2026/B/7784020

Title	Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System
Sub Title	PART-A(III): 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 Preamble

This Part-A (III) contains the Terms and Conditions applicable to this Contract. The Terms and Conditions of the Contract, Scope of Supply, Scope of Work and Technical Specifications (Part-A (II)) including the Annexes hereto, are integral part of this Contract and are complementary to and shall be read in conjunction with each other. These are the documents which have been read and understood by the Contractor. In case of conflicting requirements specified in various sections of the specifications, either the stringent one or the requirement as per the Purchaser's interpretation shall govern. 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 authorized representative of the Purchaser.

2 Definitions and Interpretations

2.1 Definitions

- (a). **"BID" or "TENDER" or "QUOTATION"** shall mean the tender offer and quotation in response to the tender notification.
- (b). **"BIDDER" or "TENDERER" or "VENDOR"** shall mean the entity who seeks to supply the specified goods by submitting Tender/Bid/Quotation
- (c). **"COMPLETION"** shall mean that all activities specified under the scope of supply and scope of work have been successfully completed to the complete satisfaction of the Purchaser in all aspects and approved & accepted by the Purchaser.
- (d). **"CONTRACTOR" or "SUPPLIER"** shall mean the firm or company with whom or with which the Contract for **"Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System"** is placed and shall be deemed to include the Contractor's legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Contract.
- (e). **"DAY" or "DAYS"** shall mean a Gregorian calendar day or days of twenty-four (24) hours each.
- (f). **"DELIVERABLES"** shall mean all the Items, Products, Components and Documentation (Document Deliverables) that are part of the scope of work and scope of supply as defined in this Tender.
- (g). **"DISPATCH CLEARANCE NOTE"** shall mean the document issued by purchaser authorizing the Contractor to dispatch the items on satisfactory completion of Pre-dispatch inspection and signing of the contractor release note.
- (h). **"EFFECTIVE DATE OF CONTRACT" or "COMMENCEMENT DATE OF CONTRACT"** shall mean the date of award of GeM Contract, on which the Contract shall come into force.
- (i). **"INSPECTOR"** shall mean any representative(s) of the Purchaser to inspect or carry out quality surveillance on supplies, items or work under the Contract.
- (j). **"INSPECTIONS/ TESTS"** shall mean inspections and acceptance of items at Contractor's factory as described in Part-A (II).
- (k). **"ITER-INDIA"** is a project of Institute for Plasma Research, Bhat, Gandhinagar



- (l). **“ITEM(S)”** or **“GOODS”** or **“MATERIALS”** or **“PRODUCTS”** or **“SYSTEMS”** or **“EQUIPMENT”** or **“SUPPLIES”** or **“COMPONENTS”** shall mean and include entire scope of supply which Contractor has agreed to supply all the deliverables as specified in the Part-A (II) of this tender.
- (m). **“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.
- (n). **“MONTH”** shall mean a month according to Gregorian calendar.
- (o). **“ON-SITE”** shall mean ITER-India Lab Building, IPR, Gandhinagar.
- (p). **“PARTY”** shall mean either the PURCHASER or the CONTRACTOR
- (q). **“PARTIES”** to the Contract are the Contractor and the Purchaser named in the PO.
- (r). **“PERFORMANCE TEST”** shall mean all operational checks and tests required to determine the performance parameters including operating characteristics of the items/ system as specified in the Contract.
- (s). **“PRICE”** shall mean the prices quoted by the bidder (inclusive of taxes, duties and any other charges) in his bid proposal for the entire scope of supply and scope of work covered under the specifications as defined in Part-A (II) of this tender.
- (t). **“PROJECT DIRECTOR”** shall mean Project Director of ITER-India, who is appointed by a competent authority.
- (u). **“PURCHASER”** shall mean ITER-India, acting through the Project Director or his authorized representative”
- (v). **“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.
- (w). **“CONTRACT/GeM Contract”** 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 for supply of items and any subsequent amendments there to made on the basis of mutual agreement.
- (x). **“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 inspection/conformity assessment is subcontracted by the contractor and includes its legal successor or permitted assignees, and unless otherwise stated, all the sub-contractors and Contractors to such person and the term sub-contract shall be construed accordingly.
- (y). **“TOTAL CONTRACT VALUE”** or **“TOTAL CONTRACT PRICE”** shall mean the total price as mentioned in the Contract including taxes, duties and levies (as applicable)
- (z). **“UNIT RATE”** shall mean the rate quoted by the bidder on per unit basis, which will be used for addition or deletion purposes.

- (aa). **"WARRANTY PERIOD"** shall mean the period during which the Contractor 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.

2.2 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 and 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 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.

3 General provisions of the contract

3.1 Language

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

3.2 Governing Law

The Contract shall be construed and shall be governed by the laws of India and the Contractor shall be required to comply with all the applicable laws with regard to performance of the Contract.

3.3 Jurisdiction

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

3.4 Exercising the Rights and Powers of the Purchaser

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

3.5 Confidentiality and Secrecy

- 3.5.1 All information, including but not limited to, specifications, drawings and designs that are imparted to the Contractor, shall at all times, remain the absolute property of the purchaser. The Contractor 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.

- 3.5.2 All information, drawings, documents, specifications, datasheets and other related documents forming part of the tender or CONTRACT are property of the Purchaser and shall not be used for any other purpose, except for execution of the CONTRACT. All rights, including rights in the event of grant of a patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/ or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever, without the Purchaser's prior consent in writing, except to the extent required for the execution of this contract. This technical information, drawings, specifications and other related documents shall be returned to the Purchaser with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose
- 3.5.3 The Contractor shall use his best endeavours to ensure that such information is not divulged to third parties except where needed for the performance of the Contract by the Contractor with the prior consent of the Purchaser. In such cases, the Contractor shall ensure and obtain similar obligation of confidentiality, from all such involved third parties
- 3.5.4 The Contractor shall at his own cost procure from his own employees, agents, Contractors or sub- contractors (and agents, Contractors and sub-contractors of such agents, Contractors and sub- contractors) all such acts, deeds and things to cause such employees, agents, Contractors and sub- contractors to whom the confidential information is given, to be bound by similar confidentiality obligations as the Contractor is bound under this Contract.
- 3.5.5 In the event of any breach of this provision, the Contractor shall indemnify the Purchaser from any loss, cost or damage or any other claims whatsoever from any parties claiming from or through him in respect of such breach

4 The Purchaser

4.1 Permits, Licenses or Approvals

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

5 The Contractor

5.1 Permits, Licenses or Approvals

The Contractor 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, including, without limitation, visas for the Contractor's and sub- contractor's personnel and any entry permit. The Contractor shall also acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser as per clause 4.1 (Permits, licenses or approvals) hereof and that are necessary for the performance of the Contract.

5.2 Compliance with law

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



5.3 Contractor's representative

- 5.3.1 The Contractor shall appoint the Contractor's key representatives, who are responsible for execution of the Contract. The details of the Contractor representatives shall be intimated to the Purchaser.
- 5.3.2 The Contractor's representatives shall represent and act for the Contractor at all times during the tenure of the Contract. All notices, instructions, information and all other communications to be given by the Purchaser to the Contractor under the Contract shall be given to the Contractor's representative(s), except as herein otherwise provided.
- 5.3.3 The Contractor shall promptly inform the Purchaser if there is any change in the Contractor's representative personnel towards this Contract. In the absence of timely information regarding change of personnel from the Contractor, the resulting damages/liabilities if any, shall not be attributable to the purchaser.

5.4 General obligations

- 5.4.1 The Contractor shall carry out design, engineering, manufacturing, fabrication (including associated purchases and/or sub-contracting), supply and deliver the Items/System with due care and diligence in accordance with the Contract and with the Purchaser's instructions, and shall remedy any defects in the supplies occurring in warranty period.
- 5.4.2 The Items/System supplied by the Contractor shall be of brand new with the best quality and workmanship and shall comply in all respects with particulars of the scope and Specifications as per the Contract.
- 5.4.3 The Contractor shall be deemed to have carefully examined all Contract documents and obtained clarifications from the Purchaser where needed, the quantities and nature of work and material necessary for the completion of the Contract, all necessary information for risks, contingencies and other. The price quoted in the price-bid format which rate and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the supplies and scope of work. The Contractor 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/specifications/scope of work and/or matter related to site will, in any circumstances, be considered payable by the Purchaser.

5.5 Sub-contracting, subletting or assignment of contract

- 5.5.1 The Contractor shall not sub-contract, sublet, transfer or assign the Contract or any part thereof, without the prior written consent of the Purchaser (all major sub-contractors are required to be appraised by the Purchaser, before placement of orders by the Contractor). However, such consent shall not be unreasonably withheld by the Purchaser, if such items/equipment are not normally manufactured by the Contractor. Such assignment or subletting shall not relieve the contractor from any contractual obligation or responsibility under the Contract.
- 5.5.2 The Purchaser reserves the right to take necessary action as deemed fit including cancellation of the Contract or any part thereof in case of any breach of condition as mentioned in 5.5.1 above and Purchaser reserves the right to purchase from other sources at the risk and cost of the Contractor in terms of clause 18 hereof and/or recover from the Contractor losses/damages arising from such cancellations.
- 5.5.3 In case the Contractor sublets, transfers or assigns any part of the Contract with the prior written consent of the Purchaser, all payments to the Sub-Contractor(s) shall be the responsibility and liability of the Contractor only and any requests from such Sub-Contractor shall not be entertained by the Purchaser.
- 5.5.4 The Contractor shall be responsible, accountable and liable for coordination of all activities with his sub-contractors. All payment to the sub-contractors shall be made by the Contractor only.

5.6 Codes and Standards

Wherever references are made in the Contract to Codes and Standards in accordance with which the Contract shall apply. During the Contract execution, any changes in such Codes and Standards as intimated by the Purchaser shall be applied and shall be treated in accordance with clause 16 (Changes), if applicable.

5.7 Mistakes in drawings, specifications etc.

The Contractor shall be responsible, accountable and liable to make all necessary alterations to the deliverables which are caused due to any discrepancies, errors or omission in the specifications, drawings or particulars submitted by the Contractor irrespective of whether these have been approved by the Purchaser or not. If the Contractor fails to make such alterations, the Purchaser may do so at the risk and cost of the Contractor.

6 Subject matter of contract

6.1 Scope of Supply, Scope of Work and Technical Specifications

- 6.1.1 Part-A (II) of this tender specifies the scope of supply, scope of work and technical specifications of deliverables to be covered under this Contract. Refer to **section 4.5 of Part-A(II)** for Documents Deliverables during the course of execution of the Contract and along with the dispatch/ delivery of items/ system.

6.2 Delivery period/ Time for completion

Timely completion is the essence of the Contract and the total scope of the contract needs to be completed within 4 months (120 days) from the date of Contract. Unless otherwise agreed, the Contract shall come into force from the date of award of the Contract and accordingly Contractual period shall be reckoned from that date for the purpose of fixing Contractual completion date and incorporating the same in the Contract.

Note: In case manufacturing of components depends upon external agencies, it will be the responsibility of the supplier to get the things done in right time so as not to get the delivery time schedule affected. Site Acceptance test will be performed within 30 days from date of receipt of Items/System in good condition.

7 Provisions during Contract execution

The Purchaser shall designate the Technical Responsible Officer (TRO) on award of the Contract. TRO will be the single point of contact for all the technical matters.

8 Guarantees

The Bank Guarantee shall be submitted by the Contractor as per the details below. All bank charges, if applicable, shall be borne by Contractor only.

8.1 Performance Security Bank Guarantee (PSBG)

- 8.1.1 Within 15 days from the date of award of GeM Contract, the Contractor shall submit an irrevocable Bank Guarantee (BG) equal to 5% (five percent) of total CONTRACT value on a non-judicial stamp paper, as "Performance Security" towards satisfactory execution and performance of the Contract from any nationalized/ scheduled commercial bank (as per RBI). Format of PSBG is given in **Annexure-1**. 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.
- 8.1.2 The Bank Guarantee shall remain valid till two months beyond the completion of warranty obligations for the items covered under this CONTRACT. If need arises, the Contractor shall extend the validity of the Bank Guarantee for suitable period at his expenses.
- 8.1.3 If the Contractor fails to provide the PSBG, within the period as specified in clause no. **8.1.1** such failure shall constitute a breach of CONTRACT and the Purchaser shall be entitled to cancel the CONTRACT and make alternate arrangements for the purchase of ordered items from other sources at the risk and



expenses of the Contractor and recover from the Contractor the damages arising from such cancellation.

- 8.1.4 In the event, the Contractor fails to fulfil any of the obligations under the Contract; the Purchaser shall have the right to encash the PSBG.
- 8.1.5 Where the Contractor fails to maintain the specified delivery date/completion time, the Contractor shall extend the validity of Bank Guarantee(s) suitably to cover the warranty obligations in line with the extended/expected delivery date or completion time, failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the CONTRACT.
- 8.1.6 Upon satisfactory execution of the CONTRACT, the original Bank Guarantee (s) shall be returned to the Contractor on receipt of a request from the Contractor.
- 8.1.7 No interest shall be payable on security deposit amount till it is retained by Purchaser in terms of CONTRACT.

9 Contract Price, Payment and Recoveries

9.1 Terms of Prices

The unit prices for this Contract shall be firm & fixed during the validity and extended validity of this CONTRACT. The unit prices for this Contract shall be used for addition/deletion of quantities, as required. The quoted price shall not be subject to price escalation for whatsoever reasons.

9.2 Basis of Delivery

9.2.1 Delivery Basis:

The price quoted should be on **Free Door Delivery basis to Auxiliary Building, IPR**. All expenses including loading, freight, insurance, unloading and shifting of items/ deliverables to the designated location and final site acceptance test are to the account of Contractor. Arrangement of necessary tools and equipment required for unloading, handling and shifting of the system at Purchaser's site shall be made by the Contractor.

9.3 Taxes and Duties

- 9.3.1 **The price quoted shall be inclusive of all applicable Indian taxes, levies, duties which are to be mentioned separately in the Un-priced Bid format (Annexure-B2 of Part-A(IB) at the prevailing rates.**
- 9.3.2 GST: GST as applicable during the original delivery schedule/Time for Completion will be paid against the submission of GST compliant invoice.
- a) 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 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.
- b) 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 to the Supplier will be recovered from Supplier along with interest and / or the same can be deducted from the amount payable to the Supplier.
- 9.3.3 Tax Deducted at Source (TDS) or any other leviable taxes and or duties (if applicable):
- a) **TDS**, if applicable, at a prevailing rate as per Income Tax Act and prevailing rate as per GST act on the Total Contract Value will be deducted from the invoice. Bidder shall submit the PAN along with the bid. Certificate of TDS will be issued by the Purchaser.
- 9.3.4 **Custom Duty:** ITER-India is exempted from payment of Customs Duty as per notification no. as per notification no. 45/2025-Custom dated 24/10/2025 (Annexure to Table II, Sr. No. 11 (ii)). 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 (CDEC) for materials and bought out items under the referred notification, 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. **List of materials and bought out items with tentative quantity to be imported to India for this tender 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 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, 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 custom duty, towards procurement of the imported materials should be borne by the Contractor.

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

9.4 Mode of Payment and Payment Schedule

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

9.4.1 Mode of Payment

9.4.1.1 Payment shall be made through RTGS/NEFT in INR within 30 days from the date of acceptance against each payment milestone as per Table 1 and on receipt of invoice & other documents complete in all respects. Necessary mandate form for RTGS/NEFT will be provided at the time of Contract. All applicable bank charges shall be borne by the Contractor.

9.4.1.2 Release of payment shall be subject to:

- Acceptance of Contract by the Contractor on GeM Portal.
- Submission of Performance Security Bank Guarantee as specified (refer section: 8.1)

9.4.2 Payment Schedule

The payment schedule for Contractor will be made as per the following terms (Table 1), on production of the requisite documents:

Table 1: Payment schedule

Sr. No.	Milestone for payment	%	Documents required from the Contractor for release of payment
01	After delivery of complete Onsite Nitrogen Generator System at site	60% of basic contract value [plus 100% applicable taxes]	A. Tax Invoice describing the items delivered quantity, unit rate (as applicable), their total value, in triplicate B. Delivery Challan duly certified by Purchaser/ Lorry receipt copy C. Dispatch clearance note issued by Purchaser
02	On successful completion of installation of Nitrogen Generator System at site.	20% of basic contract value	A. Proforma Invoice for 20% of basic contract value B. Copy of Installation completion report/ certificate duly signed by ITER-India representative
03	On successful completion of testing, commissioning and site acceptance of Nitrogen Generator System at site.	20% of basic contract value	A. Proforma Invoice for 20% of basic contract value B. Note issued by Purchaser for successful completion of testing, commissioning and site acceptance of the system. C. Performance Security Bank Guarantee extension as per Contract execution
Total		100%	

9.5 Recovery of Sums Due

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

10 Quality Assurance, Inspection, Acceptance

Refer Part-A(II) of tender document for details

11 Packing, Marking & Labelling, Dispatch and Delivery

11.1 Packing

11.1.1 Packing Instructions

- 11.1.1.1 The Contractor shall pack all the items in suitable packaging to protect the items from any damage during loading, transportation, unloading, handling and shifting to the designated location.
- 11.1.1.2 Any damage to the components during handling & transportation or else, 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 supplier at no extra cost to the Purchaser.
- 11.1.1.3 The packing arrangement shall include (but not limited to) a necessary list of documentation and appropriate packing, markings, labelling, handling provisions for the items.

11.2 Marking & Labelling

- 11.2.1 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.

11.3 Dispatch Clearance Note

- 11.3.1 Contractor/Supplier shall obtain a Despatch Clearance Note (DCN) on satisfactory completion of Factory Acceptance Test of Items/System from ITER-India Commercial Coordinator before effecting the dispatch.
- 11.3.2 The Contractor is not entitled to make partial shipment without written consent of the Purchaser.
- 11.3.3 Prior information of the material dispatch shall be given to ITER-India Purchase Officer at least 3 working days before.
- 11.3.4 Items shall be dispatched so as to reach at the delivery address on any working day from Monday to Friday between 10.00 a.m. and 4.00 p.m.



11.4 Delivery Documents

- 11.4.1 The Contractor shall forward in advance to the Purchaser, by rapid Courier Service, following documents as detailed hereunder:
- Original GST Invoice in triplicate
 - Delivery Challan in triplicate
 - Lorry Receipt (LR), if any
 - Despatch Clearance Note issued by the Purchaser
- 11.4.2 The dispatch documents such as Invoice, packing list etc., shall bear the “CONTRACT Number”, “CONTRACT Date”, “Destination/Delivery address”

11.5 Delivery Address

- 11.5.1 Delivery Address:
- Auxiliary Building
Institute for Plasma Research (IPR) Campus
Nr. Indira Bridge,
Bhat Village,
Gandhinagar-382428
Gujarat, India
- 11.5.2 Bill To:
- Sr. Officer (Purchase & Stores),
ITER-India, Institute for Plasma Research
Block A, Sangath Skyz,
Bhat-Motera Road, Koteshwar,
Ahmedabad 380005
Gujarat, India.

11.6 Risk of Loss/damages

The Contractor shall be responsible, accountable and liable for risk of any loss or damages to deliverable items during transportation, till its receipt inspection at delivery address.

12 Delay, Extension & Postponement

12.1 Extension of Time (due to Contractor)

- 12.1.1 In the event, the contractual delivery dates/completion time cannot be adhered to for any cause(s) attributable to the Contractor, an application for extension of time with sufficient reasons shall be made by the Contractor to the Purchaser. If failure, on the part of the contractor 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 12.3. The Contractor shall not become entitled to receive additional payment towards escalation or increased statutory levies (if any) beyond the contractual delivery date / completion time.
- 12.1.2 If the Contractor fails to apply and secure extension of contract delivery date(s) (before effecting the supply of the items as in the CONTRACT) acceptance of such supplies by the Purchaser, shall not entitle the Contractor to claim payment on account of escalation or extra payment on account of increase of statutory levies that may be payable at higher rate after the expiry of CONTRACT delivery dates/CONTRACT completion date will not be applicable or waiver of LD.

12.2 Delay in delivery dates/completion time

- 12.2.1 Should the Contractor fail to comply with contractual delivery dates/completion time and the reasons for such failures are attributed to the Contractor, it shall be construed as a breach of the CONTRACT and the Purchaser shall be entitled at his option to the following: -
- 12.2.1.1 To receive the deliverable items under the CONTRACT after prescribed date of delivery with the right to recover the Liquidated Damages as per the clause **12.3**.
- 12.2.1.2 To terminate the total CONTRACT, as per clause **18** in case the liquidated damages (as per clause **12.3**) recovered from the Contractor reaches maximum value. However, the Purchaser will inform in writing one month in advance to the Contractor before exercising this clause.
- 12.2.1.3 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-2**.

12.3 Liquidated Damages (LD)

- 12.3.1 If the Contractor fails to maintain the delivery schedule specified in the CONTRACT and the delay is attributable to the Contractor, the Purchaser shall recover from the Contractor 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.
- 12.3.2 Items will be deemed to have been delivered only when all its item 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.
- 12.3.3 However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the supplies and work scope or from any other obligations and liabilities of the Contractor under the contract.

12.4 Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the Contractor 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, such as:

- 12.4.1 Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.
- 12.4.2 Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.
- 12.4.3 Other Phenomena including but not limited to hostilities riots, civil commotion and declared lock-out in Contractor's works.
- 12.4.4 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 Contractors performance of his obligations has been delayed for other cause. However, the Contractor is not entitled to increase in statutory levies that has come into force during the extended delivery period.

13 Final/ Site Acceptance

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

14 Warranty

- (a). The Contractor shall warrant that the items supplied under this CONTRACT comply fully with the specifications laid down, for design, material, workmanship and performance. The items shall be new, unused and free from any defects.
- (b). The Contractor shall provide a minimum warranty covering repair or replacement of the Items up to 12 months (one year) from the date of final acceptance. The contractor shall also warrant that he will, at the convenience of and without charge to the ITER-India, replace, repair and install any of the Works or parts or item thereof which prove defective for up to 12 months from the date of final acceptance by ITER-India. The performance shall not be degraded after the replacement and repair.
- (c). 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 and within 60 days thereafter, setting forth details of such defects or failure and Contractor shall forthwith make the defective supplies good or alter the same to make it comply with the requirements of the Contract at his own cost.
- (d). A reasonable time limit for repair or replacement of defective item(s) under warranty shall be guaranteed by the Contractor and agreed by the Purchaser.
- (e). In case, any kind of defect attributable to the Contractor is found in the supplied items at on-site during the warranty period, then, the Contractor shall repair/replace the same at On-Site at his own cost and risk.
- (f). If any supplied item is repaired/replaced during the warranty period, the Contractor 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.
- (g). 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, the Contractor shall remove and replace the defective component confirming in all respects to the stipulated specifications at the Contractor's own cost.

15 Rejection of defective goods & Contractor's Liability

15.1 Rejection against Damages during Transit:

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

15.2 Contractor's Failure to Repair/Replacement of defective Goods

- 15.2.1 If the Contractor fails to repair or replace the damaged/defective items within the agreed time period as per applicable rejection clause, the Purchaser at his option either:
 - 15.2.1.1 Replace or rectify such defective items and recover the actual costs so involved from the Contractor
 - 15.2.1.2 Terminate the CONTRACT for default as provided under Clause 18
 - 15.2.1.3 Acquire the defective items at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under Clauses 14 and 15.
- 15.2.2 If the Contractor fails to make the required repairs/ replacement within mutually agreed time, then in pursuant to clause 15.2.1.1, such repairs/replacement shall be carried out by the Purchaser, with due information on the actual costs incurred by the Purchaser in carrying out such work in connection therewith, against documentary proof by the Purchaser, shall be paid by the Contractor to the Purchaser or recovered by the Purchaser from the

payment due to the Contractor. 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.

15.3 Accident liability and limitation of liability

The Contractor will take all possible precautions to avoid damage to the Purchaser's property during its onsite activities. Contractor shall also take insurance covering third party liability for the personnel and equipments deployed at Purchaser's site against all risks, such as injuries, loss of life etc. Contractor will be fully responsible & liable for payment of compensation. In the event of loss or damage to Purchaser's property and/or any item(s) and/or equipment and/or injury or loss of life to Purchaser's personnel during the course of onsite activities due to the Contractor's default, Contractor will be fully responsible and liable for such damages and/or losses and payment of appropriate compensation as assessed by the Purchaser. Contractor will relieve the Purchaser from all the liabilities under this clause

The Contractor shall strictly comply with the Safety Protocol of Institute of Plasma Research. This document can be found at the following link :

https://www.ipr.res.in/documents/Civil_Construction_Activities_Safety_Protocol_2023.pdf

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

15.4 Indemnity

The Contractor shall warrant and be deemed to have warranted that all items, supplied against this CONTRACT are free and clean of infringement of any patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the items of infringement of any right protected by Patent, Registration of design or Trade Mark and shall risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the CONTRACT.

16 Change Management

- a) 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.
- b) 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.
- c) Notwithstanding sub-clause a) and b) above, 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.
- d) If any of the items/services in addition to the schedule of supply of materials/scope of work 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/performance the required services to the extent required to keep the progress of work unhindered. The Contractor/Supplier shall be paid for such additional procurement/work in the following manner:
 - i. 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.
 - ii. 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.

17 Settlement of disputes

17.1 Settlement of Disputes

17.1.1 Any disputes or difference arising out of or in connection with the CONTRACT shall be to the extent possible settled amicably between the parties involving management from either side within sixty (60) days.

18 Cancellation/Termination of Contract

18.1 Termination of Contract for default

- 18.1.1 The Purchaser may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the Contractor, terminate the CONTRACT in whole or in part in circumstance detailed hereunder:
 - 18.1.1.1 If the Contractor fails to supply/provide any or all of the deliverable items, within the time period(s) specified in the CONTRACT or any extension thereof granted by the Purchaser or within the period till which the maximum LD amount is reached.
 - 18.1.1.2 If the Contractor fails to perform any other obligation(s) under the CONTRACT within the period specified in the CONTRACT or any extension thereof granted by the Purchaser
- 18.1.2 In the event the Purchaser terminates the CONTRACT in whole or in part, the Purchaser may take recourse to any one or more of the following actions. However, the Contractor shall continue to perform the CONTRACT to the extent not terminated
 - 18.1.2.1 Forfeiture of Performance Security
 - 18.1.2.2 Recovery of Liquidated Damages (LD) as per the CONTRACT.
 - 18.1.2.3 To purchase from elsewhere, after (thirty) 30 days' notice to the Contractor, on account and the risk and cost of the Contractor, 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 in respect of the consignments not yet due for supply.
 - 18.1.2.4 To cancel the total Contract 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.
- 18.1.3 In the event of action being taken under sub-clause [18.1](#) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account. Contractor 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 by the Contractor as provided in the Contract or under the general law.
- 18.1.4 If the CONTRACT is terminated as provided in clause [18.1](#), the Purchaser in addition to any other rights provided in the clause, may require the Contractor 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, the CONTRACT price of such completed items that are delivered to and accepted by the Purchaser.
- 18.1.5 Refer **Annexure-3** of Part-A(III) for undertaking to be submitted by the Contractor at the time of signing of Contract.



19 The Contract

The Contractor shall accept the Contract through GeM portal.

19.1 Amendments

Any amendment to the Contract 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.

19.2 Coming into Force (Effective date of Contract)

The Contract shall come into force from the date of award of GeM Contract.

20 Annexures

The following annexes shall form an integral part of this Contract

1. Annexure-1: Performance Security (Bank guarantee)
2. Annexure-2: Hindrance Register
3. Annexure-3: Undertaking from the Contractor for termination of the Contract for default



Title: Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System

GeM Bid No.

GEM/2026/B/7784020

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 not withstanding 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.



Title: Design, Engineering, Manufacturing, Fabrication, Supply, Transportation, Loading, Unloading, Construction, Installation, Testing, Commissioning and Site Acceptance Test of Pressure Swing Adsorption (PSA) Technology based Onsite Nitrogen Generator System

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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.....

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Annexure -2 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.

Annexure – 3: UNDERTAKING FROM THE CONTRACTOR FOR TERMINATION OF CONTRACT FOR DEFAULT

(On Non-judicial Stamp Paper of appropriate value)

The Contractor agrees to the clause 18.1 of Part-A(III) as elaborated below under the Contract No. --
-----dated -----for “-----”

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies or non-fulfilment of any other terms and conditions given in the Contract, the Purchaser may cancel the Contract in full or part thereof, and may also make the purchase of such Item(s)/material from elsewhere / alternative source at the risk and cost of the Contractor. The Purchaser will take all reasonable steps to get the material/Item(s) from alternate source at optimum cost. This will be without prejudice to any other right of the Purchaser under the Contract. Termination for Default Clause (clause no. 18.1 of Part-A(III)), in line with Terms and Conditions of Contract, may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Contractor including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by Contractor before completion of the work as per contract.
3. Non completion of work/ Non-supply by the Contractor within scheduled completion/delivery period as per Contract or as extended from time to time, for the reason(s) attributable to the Contractor
4. Termination of Contract on account of any other reason (s) attributable to Contractor
5. Assignment, transfer, subletting of Contract without Purchaser's written permission resulting in termination of Contract or part thereof by the Purchaser
6. Non-compliance to any contractual terms & conditions or any other default attributable to Contractor.

#In-case inputs from the Purchaser are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Supply/Work (subject to Value B not paid by the Purchaser, in case, B is paid, it will be added to below formulat):

Risk & Cost Amount= [(A-B) + (A x H/100)]



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Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor at the time of termination of contract.

H = Overhead Factor to be taken as 15%

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

Date:

CONTRACTOR

(Name and signature of responsible officer with SEAL)