



ITER-India
(Institute for Plasma Research)

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Title	<i>Tender No. I-ITN18011 dated 20-02-2019 for CAD Design, Drawing, CAD Assembly & Enovia Updation and Analysis related work (TWO PART PUBLIC TENDER)</i>
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List of Abbreviation

ITER - International Thermonuclear Experimental Reactor

INDA - Indian Domestic Agency

DNB – Diagnostic Neutral Beam

HV Bushing - High Voltage Bushing

ACCC – Active Correction and Compensation Coil

PMS – Passive Magnetic Shield

DDB - Drift Duct Bellow

DDL – Drift Duct Liner

RID – Residual Ion Dump

ESP – Engineering Service Provider

WP – Work Packages

PDR – Preliminary Design Review

FDR – Final Design Review

SIR – System Integration Review

CP – Contact Person

ETC – Engineering Task Coordinator

WRE – Work Responsible Engineers

WPC – Work Package Coordinator

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1. ELIGIBILITY CRITERIA & INSTRUCTIONS TO THE BIDDERS

1.1 ELIGIBILITY CRITERIA

Bidder is required to meet following eligibility criteria.

The bidders, as a single entity, shall be evaluated based on following eligibility criteria and the bidder shall submit the documents to show the compliance against each eligibility criteria as per table below.

Eligibility Criteria	Documentary proof
Shall have valid ISO 9001:2015 certificate	Valid ISO 9001:2015 certificate
Shall have minimum 10 human resources (employees on payroll) with at least 3 years of work experience relates to CAD (CATIA) software	CV of CAD personnel (with their PF Slip and Identity Card) having more than 3 years of experience.
Shall have minimum 5 human resources (employees on payroll) with at least 3 years of work experience relates to FEA (ANSYS and HYPERMESH) software	CV of FEA Personnel (with their PF Slip and Identity Card) having more than 3 years of experience.
Financial average annual turnover of not less than 02 crores in last three financial years (15-16, 16-17, 17-18)	Audited Balance sheet for the last three financial years

1.2 INSTRUCTIONS TO BIDDERS

ITER-India invites sealed bids from tenderers/bidders in duplicate (one original and one photo copy) for “Engineering services for CAD Design, Drawing, CAD Assembly & Enovia Updation and Analysis related work” as per the Scope of Engineering Services, Tender Specifications and Terms & Conditions of the Contract detailed in various clauses of this tender document. If the Bidder is eligible and is in a position to quote for the services in accordance with the Tender Specifications and Terms & Conditions of the Contract as provided in this tender document, then the Bidder is invited to submit the bid in a manner and method specified hereinafter.

1.2.1 This is a TWO PART PUBLIC TENDER. The Bidder shall submit the offer / bid simultaneously in Two Parts in separate envelopes.

- a) Part-I: “Technical and Commercial bid without Price”
- b) Part-II: “Price Bid”

- 1.2.2 Tender Documents are available on ITER-India web site (www.iter-india.org) under “Tender” (Global/Public Tender) menu for download.
- 1.2.3 Alternatively tender documents in hardcopy form can also be obtained directly (in person/by post) from the Purchase Officer, ITER-India by submitting the prescribed Tender Fees. The hard copy of Tender documents in this mode shall be issued up to **15-03-2019**.
- 1.2.4 All communications and submissions of the bids shall be addressed to,
- The Purchase Officer
ITER-India, Institute for Plasma Research,
Block- A, Sangath Skyz, Bhat-Motera Road,
Koteshwar, Ahmedabad 380 005, Gujarat, India
Tel: + 91-79-2326 9656
E-mail: purchase@iter-india.org
- 1.2.5 Issue of tender documents allows only submission of the bid/offer and does not mean that a Bidder is automatically qualified to submit bids. ITER-India’s decision to consider as to whether a bidder has met with the eligibility criteria or not, is final.
- 1.2.6 The Bidder is required to submit all supporting documents/information necessary for establishing their compliance with the eligibility criteria specified in the tender document as a part of the Part-I bid.
- 1.2.7 **One bid per Bidder:** Each Bidder shall submit only one bid against the tender.
- 1.2.8 **Format for Part-I:** The Bidder shall submit the Techno-commercial bid without price as per the format given in **ANNEXURE-1**.
- 1.2.9 **Format for Part-II:** The Bidder shall quote Price as per Part-II, Price Bid Format given in tender document.
- 1.2.10 **Tender Fee:** The Bidder shall submit tender fee (non-refundable) of **INR 1000/- (Indian Rupees One Thousand only)** along with Part-I bid (Technical and Commercial bid without Price). The tender fee shall be paid by Demand Draft (DD) from any nationalized bank or SBI or ICICI or IDBI or HDFC or AXIS Bank drawn in favour of Institute for Plasma Research A/c ITER-India, payable at Ahmedabad. Tender Fees can also be submitted through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) by bidders prior to bid submission due date. The proof of the RTGS/ NEFT shall be submitted along with Part-I. All charges for RTGS/ NEFT shall be borne by the bidder.

Bank details of ITER-India for RTGS/NEFT are as mentioned below:

Beneficiary Name- Institute for Plasma Research A/c ITER-India
A/c No. 30360884053
State Bank of India
IPR Bhat Branch, Gandhinagar-382428
IFS Code : SBIN0010864
MICR : 380002096

- 1.2.11 **Earnest Money Deposit (EMD):** The Bidder shall submit Interest-free Earnest Money Deposit (EMD) of **INR 1,62,000/- (Indian Rupees One Lakh Sixty Two Thousand only)** along with Part-I by way of DD/RTGS/NEFT as per the details provided in clause No. **1.2.10** above. No interest shall be payable on EMD amount till it is retained by the Purchaser. The EMD shall specifically bind the Bidder to keep his offer valid for acceptance and to abide by all the conditions of the tender documents in the event of the Purchaser deciding to award the Contract/Order to the said Bidder. If the Bidder fails to fulfil any of the conditions mentioned in this tender document including the rate submitted in their offer, after submission of bid, EMD of such Bidder shall be forfeited. The EMD in respect of unsuccessful Bidder(s) shall be returned after the award of Contract. The EMD of the successful bidder(s) will be returned after submission of error free Security Deposit Bank Guarantee (SDBG) by the successful bidder. Proof of submission of EMD by RTGS/NEFT to be submitted along with Part-I.
- 1.2.12 Bids received (except bidders registered with National Small Industries Corporation (NSIC), Directorate of Purchase and Stores (DPS), Micro and Small Enterprises (MSEs), 100% Government of India owned organization, Public Sector Undertaking (PSU) & such bidders furnishing proof of valid certificate or any other valid proof) without the prescribed Tender Fee and EMD shall not be considered for further evaluation.
- 1.2.13 The EMD shall be forfeited, in case, the Bidder fails to comply with any of the terms and conditions stipulated in the tender documents, after submitting his bid.
- 1.2.14 Any change in the constitution of the bidder's firm should be disclosed to the Purchaser, at any time between the submission of bids and the signing of the Contract.
- 1.2.15 If the name of the eligible/selected Bidder(s) is required to be changed for any legal reason, prior to entering into the Contract, the Purchaser may permit the same subject to the condition that the bid remains the same in every respect except for the change of the name, and relevant documents in this regard are submitted to the Purchaser by the Bidder immediately and before the last date of submission of bids.
- 1.2.16 The Bidder must take special care to go through Terms & Conditions of Contract. Bids submitted with counter-conditions or with deviations from the Terms & Conditions of Contract or tender specifications of this tender document are liable to be rejected.
- 1.2.17 The Bidder should confirm to the tender specifications and Terms & Conditions of Contract and strictly adhere to them, while bidding.
- 1.2.18 The Bidder acknowledges that any failure to acquaint itself with all such data, information and requirements shall not relieve his responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 1.2.19 No claim on his part which may arise on account of non-examination or misunderstanding of the particulars and/or matter related to the tender requirement will, in any circumstances, be considered payable by the Purchaser.
- 1.2.20 Any technical and commercial queries, information, clarifications etc., required pertaining to

this tender may be obtained from the Purchase Officer and the Bidder will send such requests to the Purchase Officer so as to reach the Purchase Officer, minimum 10 working days prior to bid submission due date. A softcopy of the queries should also be sent along with the hardcopy in a suitable media or by e-mail to purchase@iter-india.org. Queries/clarification/information sought in any other manner will not be acceptable and shall not be responded.

- 1.2.21 The Bidder shall be deemed to have carefully read all clauses of the tender document and obtained clarifications from the Purchaser where needed and in general, obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his bid, to his complete satisfaction before submitting the bid.
- 1.2.22 In particular and without prejudice to the foregoing conditions and in addition thereto, when tenderers are called for furnishing particulars, the Bidder's confirmation to provide services in accordance with such particulars shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and satisfied himself before bidding as to the correctness and sufficiency of his bid for the services and charges quoted as per the format given in Part-II, which charges shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the services.
- 1.2.23 The Purchaser shall not be responsible for expenses incurred towards preparation and submission of bid documents as well as other expenses incurred towards attending meetings at Purchaser's place.
- 1.2.24 The Purchaser reserves the right to carry out physical verification of Bidder's Infrastructure to assess Bidder's capability and capacity to perform the service. In case, any deficiency/discrepancy is noticed at any point of time between the documents submitted and the physical verification, the bid is liable to be rejected or Contract is liable to be cancelled.
- 1.2.25 No deviation/exception to any of tender specifications and Terms & Conditions of Contract is acceptable.
- 1.2.26 Acceptance/Rejection of Bids:**
- i) The Purchaser reserves the right to accept or reject, lowest/any/all bid(s) without assigning any reasons whatsoever and without any liability to the Purchaser.
 - ii) Non-compliance to tender scope, tender specifications and/or Terms & Conditions of Contract can lead to rejection of received bids.
 - iii) Conditional discount, if any offered by the Bidder shall not be considered and may lead to the rejection of the bid.
 - iv) Canvassing in any form with regard to this tender will lead to rejection of the bid.

- v) Acceptance of bids by the Purchaser may be sent by Priced Letter of Intent/Purchase Order/Contract within the validity of the bid. In case of such Letter of Intent, the Bidder whose bid is accepted and who is herein after referred to as ESP will proceed with the execution of the Contract on the basis of such advance acceptance of bid without waiting for a formal Purchase Order/Contract and will be responsible to seek and obtain whatever clarifications that are necessary from the Purchaser to proceed with the execution of the Contract and the validity of the Contract will be reckoned from the date of issue of such Letter of Intent.
- vi) Unsuccessful Bidder will not be informed of the result of their bids.
- vii) Bidder shall submit the complete set of the tender document duly signed and stamped from their side as token of acceptance.

1.2.27 Roadmap Until Award Of Contract

The following roadmap will be followed from “Issue of tender” to “Award of Contract”.

- (a) Interested Bidders shall download tender document from ITER-India website <https://www.iter-india.org>
- (b) Bidders may seek clarification, if any, related to the tender documents
- (c) The Bidders will submit the offer in two parts, Part-I (Technical and Commercial bid without Price) and Part-II (Price Bid) with all necessary supporting documents as required on or before the due date and time.
- (d) Part-I will be opened in presence of attending bidders on the due date at **2:30 pm (IST)**.
- (e) ITER–India will evaluate Part-I offers, hold techno-commercial discussion with eligible Bidders (if required), shortlist the Bidders, etc.
- (f) If required, the bidder shall be called by ITER-India at purchaser’s place for discussion in connection with the evaluation process
- (g) Intimation of price bid opening to technically qualified Bidders by the Purchaser
- (h) Price bid (Part-II) of only qualified Bidders shall be opened
- (i) Evaluation of Price Bid and to obtain clarifications, if required, by the Purchaser
- (j) Award of Contract to technically accepted L1 bidder

1.2.28 Manner and Method for Submission of Bids

- 1.2.28.1 All bids shall be made in ENGLISH in the prescribed formats. Any printed literature submitted with the bid in any other language shall be accompanied by authenticated English translation and for interpretation, the English version shall govern.
- 1.2.28.2 All bids in response to this tender shall be submitted in TWO PART and in different envelopes. All technical details along with commercial terms and conditions (without Price) shall be included only in Part-I of the bid. Part-II (Price bid) comprising of Price shall be submitted in a separate envelope.
- 1.2.28.3 The Part-I (Technical and Commercial bid without Price) shall be enclosed separately in the envelope, duly sealed and superscribed with the Tender Notice Number and due date and time for receipt. The Bidder shall take special care in order not to mix-up Price details with the Part-I (Technical and Commercial bid without Price) and vice versa. Any violation of these conditions shall lead to rejection of the bid.
- 1.2.28.4 Price Bid should be submitted as per Part-II of the tender document. The Price Bid (Part-II) should be enclosed in separate envelope duly sealed and superscribed with the tender

number and due date and time for receipt. Part-II (Price bid) content shall be strictly avoided in soft copy submission.

- 1.2.28.5 The Bidder shall prepare required number of copies of the bid, clearly marking each Original Bid and Copy of Bid as appropriate. In the event of any discrepancy between them, the original shall govern. All pages of the bids shall be numbered. The original and the copy of the bid shall be typed or written in indelible ink and shall be signed as well as initialised at bottom right hand corner of each page, by the Bidder to bind the Bidder to the Contract. The name and position held by each person signing the bid must be typed or printed below the signature. All signatures in the bid shall be dated and shall bear the seal of the Bidder. Un-amended printed literature attached to the bid need not be initialised.
- 1.2.28.6 Corrections and alterations shall be signed in full by the Bidders with date & official seal.
- 1.2.28.7 The Bidder should use high quality plastic envelopes/covers to protect the bids from any damage in transit.
- 1.2.28.8 If the envelopes are not sealed and marked as indicated in the tender, then the Purchaser will assume no responsibility of pre-mature opening of the bid leading to the consequences such as rejection of bid, etc.
- 1.2.28.9 Bids received after last date and time WILL NOT be considered and therefore, it is the interest of the tenderers to ensure that the tenders reach the Purchase Officer, ITER-India on or before the due date and time stipulated for receipt of bids.
- 1.2.28.10 ITER-India shall not be responsible for postal delays or any other delays in receipt of bids or loss of bid documents in transit.
- 1.2.28.11 The envelopes received without Tender notice no. & date, due date and title of tender shall be rejected.
- 1.2.28.12 Sealed bid documents can be sent by Speed Post/Registered post/courier/by hand i.e. in-person so as to reach us before the stipulated due date and time.
- 1.2.28.13 In the event of any date indicated above is declared as holiday, the next working day shall become operative for the respective purpose mentioned herein.

1.2.29 Due Date and Opening of Bid

- 1.2.29.1 The bid shall be complete in all aspects and shall include all details as per requirements of Part-I and Part-II and must be submitted in sealed envelopes in duplicate together with one sets of soft copy (For Part-I only) in Flash Drive/DVD/CD latest by **22nd March 2019 by 13.00** hours (Indian Standard Time) to the Purchase Officer, ITER – India at the address given in **clause no. 1.2.4** of this document.
- 1.2.29.2 Bidders are requested to prepare and submit their bids well in advance to the due date and time with due consideration of lead times required for an assured delivery by postal services to avoid unfortunate delays
- 1.2.29.3 ITER-India shall not be responsible for any delay or loss of bid documents in transit
- 1.2.29.4 Opening of Part-I (Technical and Commercial bid without Price)**
- 1.2.29.5 Unless otherwise advanced or postponed with advance intimation to the Bidders, Part-I (Technical and Commercial bid without Price) **will be opened at 2:30 hours** (Indian Standard Time) on **22nd March 2019** at ITER-India, Block-A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380 005, in presence of the Bidders or their authorized representatives who wish to participate in the opening of bids. Those who are attending the tender opening should produce an authorization letter, failing which he/she may not be allowed to participate in the tender opening.

1.2.30 Validity of Bid: Bid validity shall be at least 120 days from the date of opening of Part-I (Technical and commercial bid without price). Purchaser may request for extension of bid validity, if required.

1.2.31 Evaluation of Part-I Bid

- 1.2.31.1** The bids of such Bidders who meet the eligibility criteria stipulated in the **clause No. 1.1** of tender documents shall only be considered for detailed techno-commercial evaluation. Detailed techno-commercial evaluation will take into account the financial and technical capabilities as well as such other criteria as per the tender documents. In general, the bidder's expertise and experience in carrying out all the activities shall be evaluated during the techno-commercial evaluation process. In addition, the concurrent commitments of the Bidders shall also be taken into account while assessing their capability for executing this Contract.
- 1.2.31.2** If required, the bidder shall be called by the Purchaser at Purchaser's place for discussion in connection with the evaluation process detailed in **clause 1.2.31** above.
- 1.2.31.3** Bids that are found to be compliant with the Eligibility Criteria, the scope of work, technical specifications and Terms & Conditions of the Contract specified in Part-I of the tender documents, shall be shortlisted as Technically Qualified Bids. Decision of ITER-India in respect of non-compliance shall be final and binding on the bidders.

1.2.32 Clarifications regarding Part-I (Technical and Commercial bid without Price)

- 1.2.32.1** After opening of the Part-I (Technical and Commercial bid without Price) of the tender, if it becomes necessary for the Purchaser to seek clarifications from the Bidders regarding technical and commercial terms and conditions of the tender, the same will be sought from the Bidders. In such an event, the Bidder will furnish all the technical and commercial information/clarification to reach the Purchase Officer, ITER-India, on or before the date and time fixed for submission of such clarifications, by the Purchaser. If the technical and commercial clarifications sought for do not reach on or before the due date and time fixed, such bids are liable to be rejected without any further notice.
- 1.2.32.2** The Bidder will not be considered as qualified, if he has a poor performance record such as: abandoning of works, not properly completing Contracts, inordinate delays due to the bidder in completing Contracts; adverse litigation history, poor quality of works, financial failure etc. ITER-India reserves the right to approach previous clients of the applicant bidders to confirm the claims of the bidders.
- 1.2.32.3** The Bidders shall not have the option of revising the PRICE BID after Part-I is opened.
- 1.2.32.4** All technical and commercial aspects pertaining to Part-I (Technical and Commercial bid without Price) of the tender will be finalised prior to opening of Part-II (Price bid) and no change in this regard shall be accepted after opening of Part-II (Price bid).
- 1.2.32.5** Bidder shall not mention any Terms & Conditions in the Price Bid (Part-II). All the technical scope of work and Terms & Conditions accepted by the bidder in Part-I bid shall only prevail.

1.2.33 Opening of Part-II (Price bid)

- 1.2.33.1** The Part-II, Price bid of only such eligible Bidders whose Part-I bids are found qualified will be opened. Date and time for opening of the Part-II will be decided by the Purchaser and the same shall be intimated in advance only to qualified bidders to enable them to participate in the tender opening (Price Bid Opening).

1.2.33.2 Unless otherwise decided, Part-II (Price bid) of qualified bidders will be opened at ITER-India, Block-A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380 005, Gujarat in presence of the Bidders or their authorized representatives who wish to participate in the opening of bids. Those who are attending the tender opening should produce an authorization letter, failing which he/she may not be allowed to participate in the tender opening.

1.2.34 Evaluation Criteria for Part-II (Price bid)

The evaluation criteria to be adopted for this tender is as follows:

- 1.2.34.1 The Bidder shall meet all eligibility criteria
- 1.2.34.2 The Bidder shall be technically qualified
- 1.2.34.3 The Bidder shall be the lowest among technically qualified bidders.
- 1.2.34.4 Conditional discount, if any, offered by the bidder shall not be considered and may lead to the rejection of the bid.
- 1.2.34.5 The Goods and Services Tax shall not be considered for bid evaluation

1.2.35 Corrupt or Fraudulent Practices

The terms “corrupt practice” and “fraudulent practice” are set forth as follows:

- a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official during the tendering process
- b) “fraudulent practice” means a misrepresentation of facts in order to influence a tendering process to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid Prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- c) The Purchaser will reject a proposal for award of Contract, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
- d) The Purchaser will declare a Bidder ineligible, either indefinitely or for a stated period of time, for awarding a Contract/Contracts, if at any time, the Purchaser determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract.

1.2.36 Amendments to tender document

The Purchaser reserves the right to issue any amendments, clarifications, etc. to the specifications and documents giving reasonable time, prior to the bid submission. Such amendments, clarifications etc., will be considered as integral part of the tender and shall be given due consideration by the Bidders while submitting the bids. Bidders shall invariably enclose such amendment documents also as a part of the bid. All such amendments, clarifications, etc., shall be posted on ITER-India website: www.iter-india.org. The bidders are requested to visit ITER-India website periodically. No corrigendum will be published in the newspapers. ITER-India shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

2. SCOPE OF ENGINEERING SERVICES, TENDER SPECIFICATIONS

2.1 INTRODUCTION

2.1.1 ITER project and ITER-India

ITER is an international project which aims to demonstrate the scientific and technical feasibility of fusion power. ITER project is being realized by a joint collaborative effort of seven participating countries India, China, European Union, Japan, South Korea, Russian Federation and USA. ITER machine will be constructed in Cadarache, South of France. More information can be obtained from www.iter.org.

The ITER machine will be constructed mainly from the 'in kind' contributions of Procurement Packages (PPs) allotted to each of so-called Domestic Agency (DA) of each of the participating country. ITER-India, the flagship of IN DA is, in general, responsible for the following.

1. Manufacturing, testing and delivering the PPs allotted to IN DA.
2. Manufacturing, testing and delivering components for the test facilities of ITER.
3. Establishment of required Indian test facilities

2.1.2 Diagnostic Neutral Beam (DNB)

Diagnostic Neutral Beam (DNB) System is one of Indian PPs and ITER-India is responsible for manufacturing, testing and delivery of DNB at Cadarache site, France. ITER-India DNB Group is engaged in design and manufacturing follow up activities of various components of DNB as well as for the Indian Neutral Beam test facility. Refer to **Appendix-1** for more information on Diagnostic Neutral Beam (DNB) System.

2.2 SUBJECT OF THIS SPECIFICATIONS

For executing design and manufacturing follow up activities, DNB Group would like to avail engineering services support in terms of CAD, drawing and analysis activities. This document describes details of work packages, scope of engineering services and scope of work.

2.3 WORK PACKAGES

There are the Work Packages (WPs) to be performed as shown in **Table-1**.

Table-1- Work Packages (WPs) details

S. No	Work Packages (WP)	Activities in Work Packages	Remarks
	HV Bushing	CAD and FEA support for structural and seismic electrostatic analysis for the SIR. Bushing and Transmission line interfaces, mechanical and electrical CAD design and analysis.	Design Review: Sep, 2019
	ACCC Coil	Design and analysis tasks to compliment the FDR documentation. Preparation of Engineering Drawings	Design Review: ACCC (FDR on Dec, 2019) Post FDR Activities: March 2021 April 2021-Dec 2021
	PMS	Design and analysis tasks to compliment the FDR documentation. Preparation of Engineering Drawings	Design Review: PMS: FDR, Sep, 2020 Post FDR Activities: March 2021 April 2021-Dec 2021
	Beam Source	Needs CAD and FEA support for the closing of DRs and NCRs raised during fabrication.	Continued design and analysis support for manufacturing activities Upto Dec 2019
	DNB Vessel	Design and analysis tasks to compliment the FDR documentation.	Design Review DNB Vessel: FDR, April, 2020 Post FDR Activities: Dec 2020

		Preparation of Engineering Drawings	Jan 2021-Aug 2021
	DDB	Design and analysis tasks to compliment the FDR documentation.	Design Review DDL: FDR, July, 2020
	DDL	Design and analysis tasks to compliment the FDR documentation.	Design Review DDL: FDR, July, 2020
	Exit Scraper	Design and analysis tasks to compliment the FDR documentation.	
	Neutralizer, RID, Calorimeter,	Continued design and analysis support for manufacturing activities, closing of DRs and NCRs raised during fabrication.	Upto Dec 2019
	Second Calorimeter	Preparation of CATIA model, Engineering Drawings Final Integrated structural and seismic assessment of Second Calorimeter.	Jan 2020- Dec 2020
	ITER Calorimeter	Preparation of CATIA model (Including RH interface Updation), Engineering Drawings Final Integrated structural and seismic assessment of Second Calorimeter.	March 2020-July 2021
	Twin Source	Design and Analysis of TWIN source extraction system(grid). Vacuum mode integration and Lab routing layout works.	
	INTF activities	CAD support during manufacturing of INTF Cooling	Upto July 2020

		water system, Gas feed system, Vacuum systems, Diagnostics, Metallic components of High Voltage bushing, Porcelain ring assembly, CAD support during erection of clean room (Structure, HVAC, Crane)	
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2.4 SCOPE OF ENGINEERING SERVICE

2.4.1 Total Man Months

ESP shall be providing a total of 108 MMs of CAD category as given in **Table-2**. ESP shall be providing a total of 36 MMs of FEA category as given in **Table-2**.

For each category, ESP is responsible for providing the adequately trained personnel in the corresponding skills.

The Scope of Work for each category is given in Section 2.7

Table 2- Scope of engineering services to be carried out on-site at ITER-India, Block-A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad – 380005, Gujarat, India

Type of Engineering Services	Designated Category	Personnel associated with the service	Total Man Months
CAD design, drawings, CAD assembly and ENOVIA upload	CAD	CAD Engineers(Design)	108
Analysis	FEA	Analyst	36

Note: Work will be assigned to the ESP personnel through “Engineering Service Task Form” attached as **Annexure-6**.

2.4.2 Number of personnel

ESP is required to deploy total no. of three personnel under CAD category. Each of the CAD engineer is required to work for a dedicated WP (as defined in **Table-1**).

ESP is required to deploy total number of one personnel under FEA category. The analyst is required to work for all the WPs. This means, ESP is required to deploy total four (4) personnel (3 CAD + 1 FEA).

2.4.3 Change in number of personnel

Present requirement of number of personnel is as given in **Section 2.4.2**. However, during the execution phase, depending on the need, ITER-India may request for reduction or increase of numbers of personnel. In case of reduction of number of personnel, the period service may be extended accordingly. The total MMs, in any case, would be subject to the provision in **Section 2.5**.

2.5 ADDITIONAL MMS

During the execution phase, if need arises, ITER-India may ask for additional MMs and ESP is expected to arrange the required MMs as and when requested by ITER-India. The maximum limit of additional MMs is up to 10 % of total man months.

2.6 INTERCHANGEABILITY IN CAD AND FEA

During the execution phase, if need arises, ITER-India shall interchange the no of MMs between CAD and FEA. The interchangeability shall not increase the total Contract cost.

2.7 SCOPE OF WORK

The scope of work includes but not limited to the following activities.

2.7.1 CAD Works

1. To generate CAD models in CATIA v5 version 23 or latest as on date as per sketches and drawing provided time to time by ITER-India.
2. To generate required drawings from the CAD models supplied by ITER-India.
3. To comply the CAD manual requirements of drawings (Mainly ISO drawing standards shall be followed)
4. To able to required tolerance fits to the drawings.
5. To supply the soft copies of the drawings.
6. To check the interfaces of various CAD models and generate interface reports.
7. To comply with requirements of ITER CAD manual for generating the CAD models.
8. To generate a report on the work performed during period of each month and submit to ITER-India.
9. To generate time to time the pictures of various views of the design as and when required by ITER-India.
10. To provide all the softcopies of CATIA models to ITER-India.
11. To upload the models in ENOVIA database.
12. To carry out assembly related tasks like interference checking,
13. To carry out the Digital Mock Up (DMU) work.

2.7.2 Analysis Works

1. Studying the analysis problem as defined by ITER-India and proposing the analysis methodology each stage and finalize analysis schedule for each problem with ITER-India. The analysis shall be structural, electrostatic, seismic etc.

2. Performing the meshing of the models either in HYPERMESH and/or in the ANSYS software. Required CATIA models shall be supplied by ITER-India.
3. Carrying out quality check to ensure good quality meshing. e.g. refined meshes at the corners or small parts, choosing right kind of elements for the analysis.
4. Carrying out discussions with ITER-India on the loads and constraints. Working out an agreed methodology for applying the constraints and loads and load combinations.
5. Proposing the analysis methodology and after agreement with ITER-India, carrying out analysis.
6. To provide all ANSYS related files, inputs files, results files etc. to ITER-India.
7. Producing ANSYS results in various forms, viz. data files, plots, figures etc.
8. Documenting the inputs, methodology and results and providing a report to ITER-India.

2.8 PERSONNEL DEPLOYMENT DATE

All the required personnel shall be deployed at ITER-India premises on the date which will be considered as deployment date as per the Contract. All the personnel shall undergo mandatory orientation and training phase for the first week as given in **Section** Error! Reference source not found. at the expenses of ESP.

2.9 CHANGE OF PERSONNEL

ESP shall ensure that personnel once deployed on deployment date should not be changed during the execution of the work. However, in case of any unavoidable situations, ESP shall intimate ITER-India immediately and a replacement of a personnel shall be done maximum within 15 days. This replacement of personnel is subject to ITER-India's approval.

The orientation course of the new personnel, who have been deployed as replacement of the personnel will be at the expense of ESP.

2.10 ORIENTATION AND TRAINING PHASE

2.10.1 At the onset of execution phase

ITER-India shall conduct short term orientation course. The duration of this phase would be of one week from the date of deployment. This is applicable to both types of personnel deployed. Following topics shall be covered in this course.

- a. Design of DNB system, in general and DNB components, in particular.
- b. Types of loads, types of analyses, types of results expected.
- c. Quality requirements for CAD design, analysis and drawings.
- d. Codes and Standards requirements of design and analysis corresponding requirements of outputs form.
- e. Working methodology.

For CAD engineers, ITER-India shall conduct certificate on course on ENOVIA software. The certificate course would not be conducted for those deployed engineers, who already possess such certificate on account of his/her earlier occasion/s of working for ITER/ITER-India/IPR. These trained personnel are expected to have acquired all background and are expected to work directly on systems.

2.11 ESP CONTACT PERSON (CP)

ESP, out of total personnel deployed at ITER-India site, shall designate one Contact Personnel (CP) who coordinates the execution of work from ESP side. During the execution of the Contract, CP shall take all measures to ensure that all the types of services are provided in smooth and seamless fashion, with the required quality and for the required period. In this endeavour, CP shall be interacting, time to time, with designated Engineering Task Coordinator (ETC) of ITER-India.

2.12 ENGINEERING TASK COORDINATOR (ETC)

ITER-India shall designate ETC who shall ensure that the services provided by ESP are as per the requirements and shall coordinate with ESP CP.

2.13 WORK RESPONSIBLE ENGINEERS (WRES)

ITER-India shall designate Work Responsible Engineer (WREs) for each type of work in a particular Work Packages.

2.14 EXECUTION OF CAD WORK

Each CAD engineer would be allotted a particular WP. He/she would be associated with a particular WRE. CAD Engineer of a particular WP would be executing CAD activities of all WMs under this WP. At a given time, each CAD engineer is required to perform CAD work as per technical requirements as defined by corresponding WRE.

2.15 WORK PACKAGE COORDINATOR (WPC)

One of the WRE would be designated as Work Package Coordinator (WPC) who shall coordinate the sequencing of the CAD work under his/her WP.

2.16 EXECUTION OF ANALYSIS WORK

The analyst shall be working closely with one of WREs. The ETC would coordinate sequencing the analysis work for all the WPs.

2.17 WORK PRIORITY AND SEQUENCING

The priority and sequencing of the work shall be as defined by ETC. ESP CP is required oversee the work by both Analyst are required to work according to the technical requirements as defined by the corresponding WRE.

2.18 MEETINGS

2.18.1 Progress meetings

Every two weeks, a progress meeting is to be held between ESP and ETC, wherein ESP would present the brief progress of the work and discussion on both technical as well as management aspects would be held. Actions will be identified and will have to be undertaken in sub-sequent part of the execution.

2.18.2 Technical meetings

Technical meetings will be held from time to time between the concerned ESP personnel and ITER-India personnel on as and when required basis.

2.18.3 Engineer to Engineer interaction meetings

Interaction meetings will be held from time to time between ESP engineers and ITER-India WREs on various technical aspects on and when required basis.

2.19 QUALIFICATION AND EXPERIENCE OF PERSONNEL

ESP is required to deploy personnel with qualification and experience given in

Table 3. To meet this requirement, ESP is required to produce, at the time of deployment of a CAD engineer, Curriculum Vitae (CV) of the personnel. Minimum qualification and experience given in this

Table 3 is also applicable to any new engineer deployed (as a replacement or for meeting requirement of additional MMs) during the execution of the contract.

Table 3- Qualifaction and experiance of ESP personnel (on their pay-roll)

Sr. No.	Personal	Minimum Qualification	Experience
1	CAD Engineer	Graduate in Mechanical Engineering	Minimum three years of experience in the design field using CATIA® software. Knowledge of other CAD software (e.g., 3dvia®, Solid Edge®, SolidWorks®) is preferable.
2	FEA	Graduate / Post-	Minimum three years' experience in FEA using

	Engineer	graduate Mechanical Engineering	in	ANSYS® software for structural, and thermal. Preference to candidate who has experience in design and analysis in conformance with ASME code, (they may have to perform verification with respect to RCC-MR (Code will be made available by ITER-India)
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2.20 SUITABILITY OF A PERSONNEL

Even if, an adequately experienced personnel is provided by ESP, ITER-India reserves right to interview him/her or conduct hands on tests on the systems to assess the ability of the personnel to perform the task listed in **clause 2.7**. If a personnel is found unsuitable, ESP is required to replace him / her by another personnel meeting the criteria given in **Table-3**.

2.21 PERFORMANCE OF PERSONNEL

During the execution of work, if the Purchaser assess that a particular personnel's performance is not found in-line with the requirements, then the Purchaser shall intimate the same to ESP and ESP shall replace the personnel without any hindrance and impact on the Purchaser

2.22 AVAILABILITY OF INFRASTRUCTURE AT ITER-INDIA

For the deployed engineers, following infrastructure would be made available at ITER-India.

1. Seating arrangements
2. Utility power for the computers.
3. Canteen facility is available at ITER-India on payment by their own basis
4. Telephone for internal communication within ITER-India only.

3. TERMS AND CONDITIONS OF CONTRACT

3.1 DEFINITIONS

- 3.1.1 “Purchaser” shall mean ITER-India, Institute for Plasma Research acting through the Project Director or his authorized representative.
- 3.1.2 “Contractor / Engineering Service Provider (ESP)” shall mean the firm or company with whom or with which the Service Order / Contract for providing engineering services for CAD design, drawing, CAD Assembly & Enovia Updation and Analysis related work is placed and shall be deemed to include the ESP’s legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Service Order / Contract.
- 3.1.3 “Amendment” shall mean a written amendment to the existing Contract from the Purchaser to the ESP after the effective date of the Contract requiring a change in scope of work or addition/deletion of work in any part and shall be signed by both the parties.
- 3.1.4 “Bid” or “Quotation” or “Tender” shall mean the offer or quotation submitted by the bidder in response to the tender enquiry.
- 3.1.5 “Bidder” or “Tenderer” or “Vendor” shall mean the entity who seeks to provide engineering services by submitting Tender/Bid/Quotation
- 3.1.6 “Contract” or “Service Order” shall mean the communication or document signed for and on behalf of the Purchaser by an Officer duly authorized confirming the acceptance, for and on behalf of the Purchaser, on the terms and conditions mentioned or referred to in the said communication or document, including all attachments and appendices thereto, while accepting the Bid or Offer of the Contractor for providing engineering services and any subsequent amendments there to made on the basis of mutual agreement.
- 3.1.7 “Completion” shall mean that all activities specified under the scope of work of the Contract have been successfully completed to the complete satisfaction of the Purchaser in all aspects and approved and accepted by the Purchaser.
- 3.1.8 “Day” or “Days” shall mean a Gregorian calendar day or days of twenty-four (24) hours each.
- 3.1.9 “Month” shall mean a month according to Gregorian calendar.
- 3.1.10 “Man Month” shall mean one person’s working for 8 hours per day of a calendar month considering Saturday & Sunday as a holiday as well as a declared holiday by the Government of India. Saturday, Sunday and declared holiday by ITER-India shall not be considered in working days.
- 3.1.11 “Project Manager / PM” shall mean the person authorized to act as Project Manager by a competent authority of ITER-India.
- 3.1.12 “Project Director” shall mean Project Director of ITER-India appointed by the competent authority.
- 3.1.13 “Purchase Officer” shall mean the person authorized to act as Purchase Officer and he/she is Purchaser’s representative for commercial matter of the Contract.

3.2 INTERPRETATIONS

In the Contract, except where the context requires otherwise:

- 1) Words indicating one gender include all genders;

- 2) Words indicating the singular also include the plural and words indicating the plural also include the singular;
- 3) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- 4) the word “tender” is synonymous with “bid”, “tenderer” with “Bidder” and “tender documents” with “bidding documents”; and
- 5) “written” or “in writing” means hand-written, type-written, printed or electronically made, electronic mail resulting in a permanent record.
- 6) The marginal words and headings shall not be taken into consideration in the interpretation of these conditions.
- 7) Persons: Words incorporating persons or parties shall include firms, companies, corporations, government entities and other bodies whether incorporated or not but having legal entity.
- 8) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and ESP 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.
- 9) Non-waiver: No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party’s rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 10) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and general conditions of the Contract.

3.3 THE PURCHASER

3.3.1 Purchaser’s Representatives

The Purchase Officer as mentioned in the Contract is the Purchaser’s representative for all commercial matters of the Contract.

The Project Manager shall execute such duties assigned to him by the Project Director for smooth execution of the Contract.

The Engineer-in-Charge shall coordinate and supervise the task assigned by the Project Manager

3.4 THE ENGINEERING SERVICE PROVIDER (ESP)

3.4.1 General obligations

3.4.1.1 The ESP shall carry out the execution of work with due care and diligence in accordance with the Contract and with the Purchaser's instructions

3.4.1.2 The ESP shall be deemed to have carefully examined the tender document and obtained clarifications from the Purchaser where needed, the nature of work and expertise necessary for the execution of the Contract, all necessary information for risks, contingencies and other. The charges quoted in the Price bid (Part-II), which rate shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the services.

3.4.1.3 Compliance with law: The ESP shall comply with all laws in force in the country where the services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the ESP. The ESP shall pay for damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the ESP or his personnel. The ESP shall fully indemnify and keep indemnified the Purchaser against all claims of whatsoever nature including claims from any employees of the ESP arising during the course of execution of the Contract.

3.4.1.4 No person deployed for Purchaser' work shall be replaced without written permission of Purchaser.

3.4.1.5 Employees of ESP shall abide by the rules of ITER-India during execution of work at ITER-India. In case of misbehavior, proven incompetence or gross negligence, the Purchaser shall require the replacement of the personnel deployed for Purchaser's assignment. These personnel shall be replaced with a competent person by the ESP immediately after taking approval from Purchaser.

3.5 PURCHASER'S DOCUMENTS

The ESP may, at his cost, copy, use and obtain communication of the Purchaser's documents for the purposes of the work assigned to them under the Contract only. They shall not be copied, used or communicated to any other agency by the ESP.

3.6 CONFIDENTIALITY

- 3.6.1 The ESP shall take necessary steps to ensure that all persons employed on any work/service in connection with this Contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such services under the Contract.
- 3.6.2 All information, drawings, diagrams, specifications imparted to the ESP shall, at all times, remain the absolute property of the Purchaser. The ESP 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.
- 3.6.3 The ESP shall agree and acknowledge that in the course of their discussions and interaction, the Purchaser may disclose information of confidential and proprietary nature relating to its know-how, and technology to the ESP. Such information shall be considered as confidential. The ESP agrees to keep it confidential and secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need to know basis, without the prior written permission of the Purchaser.

3.7 SECRECY

- 3.7.1 All information, documents and other related documents forming part of the enquiry, tender or Contract are property of the Purchaser and shall not be used for any other purpose, except for execution of the Contract. The technical information, documents and other related 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 the Order / Contract. In such cases, the ESP shall ensure and obtain similar obligation of confidence, from third parties in question. This technical information 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.
- 3.7.2 A Non-Disclosure Agreement shall be signed between the Purchaser and ESP as per format given in Annexure-3.
- 3.7.3 In the event of any breach of this provision, the ESP 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.

3.8 INDEPENDENT CONTRACTS

The ESP shall be an independent entity performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto. Subject to the provisions of the Contract, the ESP shall be solely responsible for the manner in which the Contract is performed. All employees engaged by the ESP in connection with the performance of the Contract shall be under the complete control of the ESP and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract shall be construed to create any Contractual relationship between any such employees or representatives and the Purchaser. The ESP shall indemnify the Purchaser for any loss suffered or costs incurred by the Purchaser on account of any claims raised by the employees/representatives to whom the ESP is solely responsible in terms hereof or under the Contract.

3.9 PERIOD OF SERVICES:

The period of service shall be **three (03) years** from the end of orientation and training phase. This means period of services shall start after the one week of orientation and training phase. In case the Man Months are not consumed during three years then purchaser has the right to extend the period of service at the same rate and terms and condition.

3.10 OFFICE HOURS & ATTENDANCE:

- 3.10.1 All deployed personnel are required to adhere to the **office hours of 0900 hrs. to 1730 hrs.** Presently, ITER-India works for five days in a week and office hours are 0900 hrs. to 1730 hrs. Each deployed personnel needs to adhere to this working schedule. Purchaser reserves the right to change the working hours as and when need arises. However occasionally, if the need arise, the Contractor shall come to work with permission on week-ends/non-working days/holidays and payment shall be made considering on pro-rata basis.
- 3.10.2 The ESP shall make available an Attendance Register which will be kept at the Security Main Gate of ITER-India. Apart from the logbook maintained with the group, the deputed manpower shall make attendance entries "in and out time" in this register on daily basis. This in no way shall be used by the person in future as a trading ground for job directly at ITER-India based on continuity in years of service at ITER-India on deputation from the Engineering Service Provider.

3.11 BILLING CYCLE

ESP shall send invoice on monthly basis. ESP shall not invoice for the period of orientation and training phase. The invoice should accompany the logbook copies and the work done report. Billing shall be done for the Actual MMs utilized. Name and other details of the deputed manpower shall not be mentioned in the invoice.

The un-utilised MMs, available at the end of the service period, shall be consumed in an extended period and accordingly invoice shall be made for this extended period.

3.12 PAYMENT TERMS

The payment shall be made on a monthly basis within 30 days from the date of submission of error free invoice along with other required documents. Payment shall be made based on the engineering man-months consumed. Monthly payment shall be calculated as per following formula:—

$$\text{(Man-month rate / No. of working days in a particular month) X No. of working days present in a particular month}$$

3.13 MODE OF PAYMENT

- 3.13.1 All payments to the ESP shall be directly made by the Purchaser through Bank transfer/RTGS/NEFT. Payment made by the Purchaser herein shall not be deemed to constitute acceptance by the Purchaser of the services or any part(s) thereof. Contractor will submit a Mandate Form (format will be provided with the contract) along with cancelled cheque for registration of their firm in online payment system.
- 3.13.2 The Purchaser will release payment due to the ESP within 30 (thirty) days provided the ESP submits error free invoice/s duly signed & stamped in triplicate along with the copy of payment approval note from the Project Manager certifying the deliverables for which the

invoice is being made and other accompanying documents that are complete and acceptable in all respects. First payment against the Contract shall also be subject to submission of all required documents including **Annexure-1 to Annexure-5** and **Mandate Form** along with cancelled cheque for online payment.

- 3.13.3 The Purchaser reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. The Purchaser further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may have been included by one of the parties as an item of dispute before an arbitrator appointed under arbitration clause of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

3.14 TAXES & DUTIES

- 3.14.1 Other than Goods and Services Tax (GST), the ESP shall bear and pay all taxes, duties, levies and charges assessed on the ESP, or their employees by all municipal, state or national government authorities in connection with the services.
- 3.14.2 Applicable rate of GST to be specified in the Price Bid. ESP shall not charge GST against the submission of exemption or waiver or charge concessional rate against submission of exemption certificate by the Purchaser, if applicable.
- 3.14.3 TDS: TDS will be deducted at applicable rate from the invoices under **section 194J** of Income Tax Act.
- 3.14.4 TDS at the prevailing rate as per GST Act will be deducted from the invoices. A TDS certificate (Form GSTR-7A) will be issued to this effect.

3.15 SUBLETTING OR ASSIGNMENT OF PURCHASE ORDER:

- 3.15.1 The ESP/Contractor shall not sublet, transfer or assign the Contract or any part thereof or bills or any other benefits, accruing there from or under the Contract without the prior written consent of Purchaser/ITER-India.
- 3.15.2 Any breach of this condition shall entitle the Purchaser to cancel the Contract or any part thereof and forfeit the Security Deposit in whole and to get the work done from other sources and/or recover from the ESP/Contractor all additional costs arising from such cancellations.

3.16 SUSPENSION OF WORK:

The Purchaser reserves the right to suspend performance of any or all of its obligations under the Contract by giving one month notice period. Such notice shall specify the obligations of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The ESP shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension. There shall be no claim against suspension of work.

3.17 FORECLOSURE OF CONTRACT:

If at any time after acceptance of the tender / during execution of work, the Purchaser shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Purchaser shall give one month notice in writing to that effect to the ESP and the ESP shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the Contract.

3.18 TERMINATION OF CONTRACT / ORDER

3.18.1 TERMINATION FOR DEFAULT

The Purchaser may without prejudice to any other remedy for breach of Service Order / Contract, by written notice of default sent to the ESP terminate the Service Order / Contract in whole or in part in circumstances detailed hereunder:

- (a) If in the judgment of the Purchaser, the ESP fails to comply with any of the provisions of the Service Order / Contract.

In the event the Purchaser terminates the Order in whole or in part; the Purchaser may take recourse to anyone or more of the following actions.

- i) the Security Deposit shall be forfeited
- ii) the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the ESP shall be liable for all available actions against them in terms of the Order / Contract.
- iii) however, the ESP shall continue to perform the Order / Contract to the extent not terminated.

If the Service Order / Contract is terminated as provided in this Clause, the Purchaser in addition to any other rights provided in the Article, may require the ESP to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser.

- (a) Any completed document deliverables
- (b) Such partially completed document deliverables, information and Contract rights as the ESP has specifically produced for the performance of the Service Order / Contract as terminated. The Purchaser shall pay to the ESP the Contract price for completed document deliverables delivered to and accepted by the Purchaser.

3.18.2 TERMINATION OF PURCHASE ORDER FOR INSOLVENCY

If the ESP becomes bankrupt or otherwise insolvent or goes into liquidation, the Purchaser may, at any time, terminate the Service Order / Contract, by giving written notice to the ESP, without compensation to the ESP provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

3.18.3 TERMINATION OF PURCHASE ORDER FOR CONVENIENCE

After placement of Service Order / Contract, there may be some unforeseen situation compelling the Purchaser to cancel the Service Order / Contract. In such case, the Purchaser is to send a suitable notice to the ESP for cancellation of the Service Order/ Contract, in

whole or in part, for its (Purchaser's) convenience, *inter alia*, indicating the date with effect from which the termination is to become effective. Depending on the merits of the case, the Purchaser suitably compensates the ESP on mutually agreed terms for terminating the Service Order/Contract.

3.19 SETTLEMENT BY MUTUAL CONSULTATION

Any dispute 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 60 (sixty) days. If amicable settlement cannot be reached, then all disputed issues shall be settled by Arbitration as set out in **clause 3.20**.

3.20 ARBITRATION

- a) All disputes or differences arising out of or in connection with the Service Order / Contract including the one connected with the validity of the Service Order / Contract or any part thereof, should be settled by bilateral discussions.
- b) The Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Purchaser and Contractor (ESP). In case, the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the Contractor and whose decision shall be final and binding on both the parties. The sole Arbitrator shall have its seat and place in Ahmedabad, Gujarat, India. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. The Courts of Ahmedabad, Gujarat shall only have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the Service Order / Contract.
- c) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- d) The parties shall continue to perform their respective obligations under the Service order / Contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

3.21 JURISDICTION:

The Courts of Ahmedabad, India only shall have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the Service Order / Contract.

3.22 GOVERNING LAW

The Service Order shall be interpreted, construed and governed by the laws of India.

3.23 PUBLICITY

No publicity of any kind whatsoever regarding the Contract shall be given by the ESP without prior written permission of the Purchaser.

3.24 SECURITY DEPOSIT

- a. Within thirty (30) days from the date of issue of Service Order / Contract by the Purchaser, the ESP shall submit a Bank Guarantee equal to 10% (ten percent) of the Service Order / Contract value, as “Security Deposit” towards execution and performance of the Service Order / Contract on non-judicial stamp paper of appropriate value.
- b. The Security Deposit shall be submitted in the form of Bank Guarantee issued by State Bank of India (SBI) or any Nationalized Bank or from any one of the banks mentioned in bracket (ICICI, IDBI, HDFC & AXIS) as per the bank guarantee format given in [Annexure-2](#) on a non-judicial stamp paper of appropriate value.
- c. The Bank Guarantee shall remain valid till the expiry of (60) sixty days from the date of the expiry of Service Order / Contract. If need arises, the ESP shall extend the validity of the Bank Guarantee for suitable period at his expenses.
- d. Release of First payment under the Service Order shall be subject to submission of error free Bank Guarantee.

3.25 BANK CHARGES

All bank charges, if any, to be borne by the Contractor/ESP.

3.26 NON-DISCLOSURE AGREEMENT:

Non-Discloser agreement has to be signed by competent authority of ESP and a corresponding agreement has to be obtained from their employee. A proof of such corresponding agreement has to be submitted to ITER-India. Format of Non-Disclosure Agreement, Employer’s grievance declaration and Employee’s declaration is as per **Annexure-3, Annexure-4 and Annexure-5** respectively.

3.27 EMPLOYEE-EMPLOYER GRIEVANCES:

All the Employee-Employer Grievances shall be settled by ESP for the deputed man-power and in any circumstances, the deputed man-power shall not claim for an employment at ITER-India. An assurance on the non-judicial stamp paper has to be submitted by ESP and a corresponding assurance shall be obtained by ESP from its deputed man-power and submit the same to ITER-India. (as per Annexure-4 and Annexure-5)

3.28 SECURITY/SAFETY/OTHER CONDITIONS:

The ESP / Contractor and its deputed manpower shall strictly observe all safety, security and labour regulations prevailing in the campus of ITER-India. The Contractor shall be responsible for the proper behaviour of the manpower employed by him and also for any breach of security regulations, thefts, sabotage etc. The Contractor shall withdraw any person so desired by ITER-India, if in the opinion of the representative of ITER-India it is not desirable to permit that particular person to work inside the campus. The deputed man-power

shall co-operate with the security personnel at ITER-India/IPR and abide by the security requirements.

3.29 FORCE MAJEURE

3.29.1 Definition of force majeure

Force majeure shall mean any event which is beyond the control of the ESP 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

1. War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war,
2. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, civil commotion,
3. embargo, import restriction, confiscation, nationalization, mobilization, commandeering or requisition by or under the order of Central, State Government or Local Authority in India or any other act or failure to act, of any local, state or national government in India,
4. Riot, state/region/country wide transporters strike,
5. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning and pressure waves or other natural disaster,

3.29.2 Notice of force majeure

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of force majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within seven (7) days after the occurrence of such event. A party shall give notice to the other party when it ceases to be affected by the force majeure.

3.29.3 Duty to minimize the effect

The party or parties affected by the event of force majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract.

3.29.4 Consequences of force majeure

The party who has given notice of force majeure shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of force majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The time for completion shall be extended in mutual agreement, even though such force majeure event may occur after ESP's performance of his obligations has been delayed for other cause. Delay or non-performance by either party hereto caused by the occurrence of any event of force majeure shall not constitute a default or breach of the Contract,

If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of force majeure during the tenure of the Contract, the parties will attempt to develop a mutually satisfactory solution.

3.29.5 Limitations:

Anything in this Contract to the contrary notwithstanding:

1. The affected party shall not be relieved from obligations under this Contract to the extent any gross negligence of the affected party aggravates the force majeure event; and
2. Force majeure shall not apply to obligations of either party to make payments to the other party under the Contract.

3.30 SIGNING OF CONTRACT

The Contract shall be signed by authorized representatives of ESP and Purchaser on non-judicial stamp paper of appropriate value.

3.31 AMENDMENTS

The provisions of this Contract including the annexes can only be amended by means of supplementary arrangements signed by the parties.

3.32 PRECEDENCE

In case of conflict, decision of the Purchaser shall have precedence over this tender.

4. OTHER TERMS AND CONDITIONS

1. The intellectual property associated with the work shall be kept secret and not shared/passed on to third party. All intellectual property generated out of this contract shall be the property of ITER-India.
2. Specific ITER-India Guidelines and Code of Conduct shall be followed by the deputed manpower.
3. The deputed manpower shall have a valid photo ID card authorized by the Contractor.
4. The deputed manpower shall submit a colour photocopy of their passport. This is to establish that the person concerned has undergone police verification and is an Indian National.
5. A work plan structure of five (5) days a week is envisaged.
6. The deputed manpower shall make attendance entries on a separate log book maintained by ITER-India. This in no way shall be used by the person in future as a trading ground for job directly at ITER-India based on continuity in years of service at ITER-India on deputation from the Engineering Service Provider.

7. The internet and computer facilities provided by ITER-India shall be used strictly for official work only.
8. ESP shall ensure safe custody of hardware and software issued to his personnel and hand over / return the same in good and sound condition to ITER-India representative when demanded by them or prior to relieving after completion of the contract. ESP shall be responsible and liable for any loss and/or damage to the hardware and software during the execution of the Contract.
9. ESP shall ensure that personnel once deployed on deployment date shall not be changed during the execution of the work. However, in case of unavoidable situations e.g. a personnel has to avail long leave due to illness or a personnel wants to leave the job of ESP, ESP shall intimate ITER-India immediately and a replacement of a personnel shall be done within 15 days. This replacement of personnel is subject to ITER-India's approval. The deputed manpower can proceed for leave only after prior permission from ITER-India unless some emergency.
10. Leave taken by the deputed manpower is to be compensated with alternate arrangement (if the total working days are less than 240 days per year or if there is work demand). Short period of absence can be made up with extra working hours beyond office timing. In case of a long period of absence, a suitable replacement shall be provided by the Contractor failing which proportionate deduction will be made.
11. The deputed manpower shall maintain a weekly report detailing the list of activities assigned and the corresponding work done. The overall progress will be subjected to monthly reviews.
12. The insurance of the deputed manpower is the responsibility of the Contractor.
13. No TA/DA or any other allowance(s) shall be paid by ITER-India to manpower.
14. Food, lodging, transportation and medical facilities for the Contractor's manpower shall be in the scope of the Contractor.
15. Canteen facility is available at ITER-India, IPR. ESP employees can avail the canteen facility on payment basis at their own.
16. The deputed manpower under no circumstance shall be associated with any Union formation related activities or any type of illegal activities.
17. The deputed manpower shall co-operate with the security personal at ITER-India/IPR.

18. The deputed manpower needs to be immediately replaced, in case he/she is not performing as per ITER-India requirements.
19. ESP shall indemnify and hold harmless the Purchaser and its employees and officers against all claims, demands, damages, losses, costs and expenses of whatsoever nature (including legal fees and expenses) in respect of :
- a. Bodily injury, sickness, disease or death, of any deployed ESP person
 - b. Damage to or loss of any property of ESP person arising in connection with this order.
 - c. Unauthorised use of any software by ESP
 - d. ESP shall pay and indemnify the Purchaser against any liability in respect of any fees or charges payable by him under any act of parliament, state laws, any government instrument, rule or order and any regulations or by-laws of any local authority in respect of the supplies/services under this Order. ESP shall indemnify and hold the Purchaser harmless from and against all claims, damages and expenses arising out of his failure to obtain all permit and licenses which he is required to comply with in respect of laws, ordinances, regulations of the country and government.
 - e. ESP shall be liable and shall pay for any loss and /or damage to the Purchaser's property and/or infrastructure due to the reasons attributable to the ESP.

APPENDIX 1

Only for Information

On the design and analysis of Diagnostic Neutral Beam (DNB) System

1. DNB Components

DNB components include precision components like Grids of Beam source to medium sized heavy components like DNB Vessel. As DNB system is part of first confinement of ITER and that most of them are vacuum components stringent requirements driven by ITER Safety, Quality, Vacuum, Remote handling and Codes & standards are applicable. These requirements are to be met in all stages i.e. design, manufacturing, testing and maintenance. As far as design, which is subject of these specifications, is concerned, during design execution, it is mandatory be complied with respective requirements of the following documents.

1. ITER CAD Manual.
2. ITER Quality Classification.
3. Vacuum Handbook.
4. ITER Remote Handling Classification.
5. ITER Remote Handling Codes and Practice.
6. Load specification documents.
7. Structural Design Criteria of In-vessel Components (SDC-IC) and it's appendices.

These requirements would, influence (but not limited to) the following.

1. Choice of material.
2. Choice of configuration.
3. Tolerances and surface finish.

These requirements would define (but not limited to) the following.

1. Specific CAD methodology to be followed.
2. Specific analysis methodology (Monotonic as well as cyclic) and specific materials properties to be used for analysis.

Latest versions of these documents would be made available by ITER –India to ESP personnel. ESP personnel.

The different components of DNB are shown in Figure 1. The dimension of the Vacuum vessel is approximately 9 m X 4 m X 4 m.

Following are “in-vessel” components are installed inside the vacuum vessel.

1. Beam source
2. Neutraliser
3. Residual Ion Dump(RID)
4. Calorimeter
5. Exit scraper

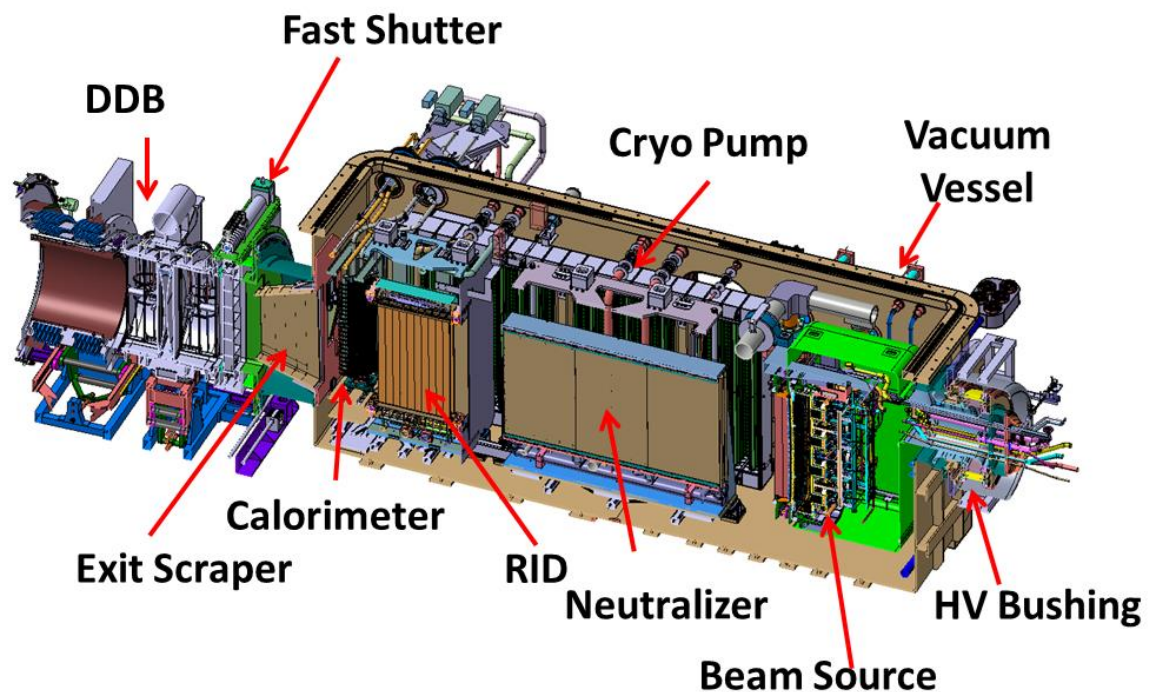


Figure 1- DNB Components

Following are the “ex-vessel” components

1. Drift duct bellow
2. Fast shutter
3. Absolute valve

2. General design requirements

All in-vessel components are designed to

- sustain large heat loads (active cooling using water @ 2MPa)

- Operate in a radioactive environment Operate under ultra-high vacuum
- Be maintained using Remote Handling systems.
- Accommodate limited space and complex interfaces.

All ex-vessel components are designed to

- Meet requirements are RCC-MR
- Installation and maintenance requirements
- Accommodate limited space and complex interface.

3. CAD and Analysis requirement

CAD and analysis of the above components involves the following.

1. Use of ITER CAD manual for generating CAD models as well as drawings.
2. Uploading CATIA models in ITER ENOVIA environment.
3. Implementing ITER Vacuum Handbook recommendations in the CAD.
4. Implementing ITER Remote Handling Code of Practice (RHCOP) requirements in the CAD.
5. During analysis, making proper use of materials properties from ITER Structural Design Criteria for In-Vessel Components (SDC-IC) and RCC-MR.
6. Carrying out post processing of ANSYS data for damage verification according to SDC-IC (in case of in vessel components) or RCC-MR (in case of vessel and ex vessel components).

In the following table, few of the components are given along with typical unique parts that they comprise of. In each of the components, many of the parts are repeated with as required by the design by defining required constraints in the CAD design.

Table 4- Components and no. of parts

Name of the component	No. of unique Parts
DNB BEAM LINE VESSEL	137
DNB NEUTRALIZER	103
DNB RID	169
DNB CALORIMETER	115
DNB BEAM SOURCE	519
BEAM SOURCE ALIGNMENT SYSTEM	46

ANNEXURE-1

Bid Format: Part-I

(Technical and Commercial Bid without Price)

1. Guideline for submitting EMD and tender fee

Please see the figure-1 for submitting the EMD and tender fee

Figure 2: Guideline for EMD and Tender Fee submission

ENVELOPE-I: <u>EMD & tender fee</u>	
TENDER TITLE:	TENDER NO.:
TENDER DATE:	DUE DATE AND TIME:
To	
The Purchase Officer, ITER – India, Institute for Plasma Research, Block- A, Sangath Skyz, Bhat-Motera Road, Koteshwar, Ahmedabad 380 005 Gujarat, India	
From:	

2. Guideline for submitting Part-I

Please see the figure-2 for submitting Part-I

Figure 3: Guideline for Part-I submission

ENVELOPE-II: <u>TECHNICAL AND COMMERCIAL BID WITHOUT PRICE (PART-I)</u>	
TENDER TITLE:	TENDER NO.:
TENDER DATE:	DUE DATE AND TIME:
BIDS IN DUPLICATE + SOFT COPY OF BID ON FLASH DRIVE OR DVD OR CD	
To	
The Purchase Officer, ITER – India, Institute for Plasma Research, Block- A, Sangath Skyz, Bhat-Motera Road, Koteshwar, Ahmedabad 380 005 Gujarat, India	
From:	

3. Covering letter for Part-I bid submission

(The bid should be submitted with the following covering letter)

[On the letterhead of applicant Bidder with Name and address of applicant Bidder, name of contact person, contact number (Tel, Fax, E-mail)]

Ref:

To:

The Purchase Officer
ITER-India, Institute for Plasma Research,
Block- A, Sangath Skyz, Bhat-Motera Road,
Koteshwar, Ahmedabad 380 005, Gujarat, India
Tel: + 91-79-2326 9656
Fax: + 91-79-2326 9591/2326 9501

Subject: Submission of Part-I (Technical and Commercial bid without Price) of the tender titled
“CAD Design, Drawing, CAD Assembly & Enovia Updation and Analysis related work”

Ref: **Tender Notice No. I-ITN18011 Dated 20-02-2019**

Dear Sir/madam,

1. I/We have submitted all the requisite technical information as asked in tender document and also the documents/certificates/proofs as applicable to meet the eligibility criteria, as per the formats issued by ITER-India.
2. I/We have furnished all information and details necessary for meeting the eligibility criteria.
3. I/We have thoroughly examined the scope, tender specifications and Terms & Conditions of Contract quoted or referred to herein and/or fully aware of the nature of the services required and my/our bid is to provide the services strictly in accordance with the scope, tender specifications and Terms & Conditions of Contract given in the tender document.
4. I/We hereby agree to provide the services, strictly adhering to the Scope of work as in **Section -2** and “Terms & Conditions of Contract” as in **Section-3 & 4** of the tender document
5. I/We hereby undertake to supply the qualified manpower as per the tender requirement and within the specified period of maximum 15 days from the date of Letter of Intent, in case of contract is awarded to our firm.



PART-I: Tender No. I-ITN18011 dated 20-02-2019 for CAD Design, Drawing, CAD Assembly & Enovia Updation and Analysis related work (TWO PART PUBLIC TENDER)

6. I/We hereby agree to keep the Prices and our bid valid for your acceptance for a period of 120 (one hundred and twenty) days from the date of opening of Part-I of this tender.
7. I/We hereby unconditionally confirm that the rates quoted are firm and will not be subject to price variation for so ever causes or reasons throughout the Contract period including its extension, if any.
8. ITER-India and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this tender, e.g. towards finance, resources, experience and competence of applicant Bidder
9. The undersigned declares that the statements made and the information provided in the duly completed bid are complete, true, firm and correct in every detail.

Signature

Bidder's stamp

Name:

Position:

Address:

Tel:

Fax:

Date:

Enclosures:

Include the list of enclosures

4. Checklist for confirmations

The Bidder is requested to check the quotation for following items. Please tick (✓) against Yes / No in the following points and submit along with the bid.

Sr. No.	Particulars	Yes	No	Remarks
1	Have you studied and understood the tender requirements clearly?			
2	Does the bid contain entire scope of work?			
3	Is the bid submitted in duplicate?			
4	Confirm that page numbers have been given in sequential way in all the documents submitted along with the offer with index			
5	Confirm that each page has been signed and stamped			
6	Confirm that corrections (erasure/overwriting) if any, has been signed and stamped			
7	Confirm that tender title, tender notice no., tender date, tender due date, address of the Bidder and address of ITER-India are clearly written in envelope			
8	Confirm that there is no deviation from tender specifications and General conditions of Contract			
9	Validity of the bid is agreed as per the tender			
10	Whether the “General Conditions of Contract” have been signed and submitted?			

Authorized signatory of Bidder

Bidder's stamp

ANNEXURE-2: BANK GUARANTEE (SECURITY DEPOSIT)

(on Non-judicial Stamp Paper of appropriate value)

THIS DEED OF GUARANTEE MADE AT _____ this _____ day of _____ between _____, having its registered office at _____ and one of its branches at _____ (hereinafter called “the Bank” which expression shall mean and include the said _____ and its successors and assigns) of the one part AND ITER-India (INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad – 380005, Gujarat, India (hereinafter called “the Purchaser” which expression shall mean and include the said ITER-India (IPR), Ahmedabad and its successors and assigns) of the other part.

WHEREAS _____ (hereinafter called “the Contractor/ ESP”) having its registered office at _____ have entered into a Contract having Contract value of Rs. _____ (Rupees _____) with the purchaser being Contract No. _____ dated _____ for _____ in accordance with the terms, specifications and conditions contained therein.

AND WHEREAS under the terms of the aforesaid Contract, the Contractor/ESP is to furnish to the Purchaser a Bank guarantee for an amount of Rs. _____ (Rupees _____) being 10% of the total value of the Contract by way of security for fulfilment of the Contractual obligations on the part of the Contractor/ESP thereunder.

AND WHEREAS the Contractor/ESP has requested the Bank to guarantee the due payment of the aforesaid amount by the contractor/ESP to the purchaser in case the contractor/ESP fails to fulfil any of the aforesaid contractual obligations.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Bank hereby agrees unequivocally and unconditionally to pay within 48 hours, on demand, in writing from the purchaser or any officer authorised by it in this behalf and without demur, any amount upto and not exceeding Rs. _____ (Rupees _____) to the Purchaser on behalf of the Contractor/ESP.
2. This guarantee is valid and binding upon the Bank till completion of services by the Contractor and fulfilment of all the contractual obligations to the satisfaction of the Purchaser and shall not be terminable or affected by notice of any change in this constitution of the Bank or of the firm of Contractor or on account of any reason whatsoever.
3. The liability of the Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made or conceded or agreed within or without the knowledge or consent of the Bank or by or between the parties to the said Contract.
4. The liability of the Bank under this deed is restricted to the sum of Rs. _____ (Rupees _____) and same shall remain in force till completion of services covered in the Contract. In case any further extension of the present guarantee is required the same shall be granted on receiving instructions in writing there for from the contractor/ESP on whose behalf this guarantee is issued.
5. Unless proceeding for enforcing this guarantee is commenced against the Bank within two months from the expiry of the aforesaid period or such extended period or periods as aforesaid all the rights of the Purchaser under this guarantee shall be extinguished and the Bank shall be relieved and discharged from all liabilities hereunder.
6. The neglect or forbearance of the Purchaser in enforcement of any of its rights under the aforesaid Contract against the Contractor/ESP shall in no way relieve the Bank of its liability under this deed.

In witness whereof, we the _____ have executed this.

This the _____ day of _____ 201 .

For _____

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

Witnesses: (1)

(2)

ANNEXURE – 3 - NON - DISCLOSURE AGREEMENT

(on non-judicial stamp paper of appropriate value)

This Agreement made on this _____ day of _____, _____ (the 'Effective Date') BETWEEN:

(1) ITER-India, IPR having its office at

(herein referred as "Disclosing Party")

AND

(2) _____

(hereinafter referred as Receiving Party)

and collectively, as the "Parties"

Background:

- i) The Parties have entered into a Contract No. _____ dated _____ for _____
(hereinafter referred as the 'Project').
- ii) The Parties have agreed that disclosure and use of all technical and/or commercial confidential information provided by Disclosing party to the Receiving Party shall be governed by the terms and conditions of this Agreement.

Now it is agreed as follows:

1. Definition:

- 1.1. 'Confidential Information' means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, technical specifications of the Disclosing Party or their customers, Design analysis, Design reports, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of models,

computer programs, drawings or any other form furnished by the Disclosing Party to the Receiving Party under this Agreement.

- 1.2. Such Confidential Information shall also include but shall not be limited to:
- a) information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;
 - b) information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;
 - c) information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or
 - d) notwithstanding sub-clauses a, b and c of this clause, any information whose nature makes it obvious that it is confidential.
- 1.3. Such Confidential Information shall not include any information which:
- a) is, at the time of disclosure, publicly known; or
 - b) becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or
 - c) the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
 - d) is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or
 - e) the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.

2. Non-Disclosure of Confidential Information:

- a) In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.
- b) In addition to the undertaking in Clause 2.a, the Receiving Party shall be liable for:
 - i. any loss, theft or other inadvertent disclosure of Confidential Information, and
 - ii. any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the

Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

- c) The Receiving Party understands and agrees that:
 - i. any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;
 - ii. a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.
- d) The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3. Use of Confidential Information:

The Receiving Party is entitled to use the Confidential Information but only for the Purpose of the Contract No. _____ dated _____

4. Permitted Disclosure of Confidential Information:

- a) The Receiving Party may disclose in confidence Confidential Information to any of its employees who are deputed for this project, in which event their employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such employees are subject to confidentiality obligations no less restrictive than those of this Agreement.
- b) The Receiving Party shall limit the dissemination of Confidential Information of its employees having a need to receive such information to carry out the Purpose.
- c) Notwithstanding Clause 2.a, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

5. Copying and Return of Furnished Instruments:

- a) The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.
- b) All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.

- c) At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

6. Non-Disclosure of Negotiations:

Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause 7 shall survive the termination of this Agreement.

7. Term and Termination:

- a) This Agreement shall become effective on the Effective Date (Date of engagement of manpower of Receiving Party to the assigned task). The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.
- b) This Agreement shall remain in force for 3 years from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.
- c) The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of 3 years from the date of disclosure of Confidential Information.
- d) This agreement can be extended in case the Contract No. _____ dated _____ gets extended.

8. Intellectual Property Rights: All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

9. Amendments: Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

10. Governing Law: This agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Gandhinagar, Gujarat, India.

11. Severance: If any term or provision in this agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such terms or provision

or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this agreement shall not be affected.

12. General:

- a) The Disclosing Party shall not have any liability to the Receiving Party for any claims made by third parties arising out of their use of the Disclosing Party's trademarks (including "Logo") or any other confidential information. The Receiving Party agrees to indemnify the Disclosing Party for any loss, liability, damages, cost or expense arising out of any claims, which may be made against the Disclosing Party arising out of their use of the Logo or confidential information where such claim relates to their activities, products or services. Notwithstanding above, the Receiving Party shall have no obligation to indemnify the Disclosing Party with respect to a claim of trademark or copyright infringement based upon their use of the Logo or confidential information, as expressly permitted under this Agreement.
- b) The Receiving Party shall disclose of any similar agreements explicit or otherwise, for similar purpose/application with in its own organization, or any other third party.
- c) In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party.

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

For and on behalf of For and on behalf of

Purchaser

Engineering Service Provider.

Name:

Name:

Sign:

Sign:

ANNEXURE-4 - EMPLOYEES GRIEVANCE DECLARATION LETTER

(To be executed on non-judicial stamp paper of appropriate value)

Date:

To,

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

Ref :

Sub: Employees Grievance **Declaration**

Dear Sir,

We, (Name of Engineering Service Provider), hereby declare that all our employees grievances including those related legal aspects shall be settled by (ESP) for the man-power deputed at ITER-India, IPR and under any circumstances, the deputed man-power shall not claim for an employment at ITER-India, IPR.

EAP further declare as binding for the obligation that it shall indemnify and hold ITER-India, IPR harmless from and against any claim that would arise due to the breach of its above obligation.

ESP, do have taken appropriate corresponding declarations from its deputed employees at ITER-India, Institute for Plasma Research to fulfill its legal obligations related to claim, grievances, intellectual property right violation, breach of declaration

Regards

For Engineering Service Provider

Authorized Signatory

ANNEXURE-5 - EMPLOYEE DECLARATION

(To be executed on non-judicial stamp paper of appropriate value)

From,

_____ (*name of employee*)

_____ (Employee's code)

_____ (*Address*)

Date:

To,
Nam of ESP,
Complete address of ESP

Sub: **Employee Declaration**

Dear Sir,

I declare that I am working as (Designation of employee of ESP) at (Name of ESP) from ____, and will be deputed to ITER-India, Institute for Plasma Research, Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad – 380005 for _____ project. I further declare that :

- 1) My employment is subject to terms and conditions signed by me on _____ date with (Name of ESP).
- 2) I shall not claim any employment with ITER-India, Institute for Plasma Research as a right.
- 3) I shall proceed on leave only after prior permission from ESP, which in turn will take approval from ITER-India, Institute for Plasma Research. Till such approval is received from ITER-India, Institute for Plasma Research, I will not proceed for leave.
- 4) I shall abide by the instructions given by ITER-India, IPR.
- 5) I shall maintain a weekly report detailing the list of activities assigned and the corresponding work done at ITER-India, Institute for Plasma Research.
- 6) I shall under no circumstance associate myself with any Union formation related activities or any type of Illegal activities at ITER-India, Institute for Plasma Research..

I further agree that I shall indemnify and hold ITER-India, IPR harmless from and against any claim that would arise due to the breach of my above obligation.

Regards

(*name of Employee and Signature*)

ANNEXURE-6 - ENGINEERING SERVICES TASK FORM

Reference: Contract No. date..... for CAD Design, Drawing, CAD Assembly & Enovia Updation and Analysis related work

To be filled when the task is to be assigned

Title of the task	
Task description (attached separate sheet/drawing etc. , if required)	
Task assigned to (tick appropriate box)*	CAD Engineer1 <input type="checkbox"/> FEA Engineer1 <input type="checkbox"/>
Expected start date of task	
Expected finish date of task	
Expected duration (man-days)	
Task issued by (Name and signature)	
Task to be reviewed by (Optional)	
Recommended by (Name of TRO and signature)	
Name and Signature of Task Assignee	

To be filled when the task is closed or foreclosed

Task competed	
Remarks (if any)	
Actual start date of task	
Actual finish date of task	
Duration (man-days)	
Signature of task issuer	

CAD Engineer 1 Name :	
FEA Engineer 1 Name :	