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ITER-India, Institute for Plasma Research

Block A, Sangath SKYZ, Bhat- Motera Road, Koteswar, Ahmedabad 380005 Gujarat, India.

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Email : purchase@iter-india.org

ENQUIRY - FOREIGN

OFFICE COPY

ENQUIRY NO

: I-IEF19017

Date

: 07/01/2020

Due Date

: 04/02/2020 by 5:00 PM (IST)

We invite your rate/s for the following item/s. The Instructions to bidders and Terms & Conditions are attached herewith.

Important Note :

1. Please Send your offer, ALONG WITH DESCRIPTIVE LITERATURE / CATALOGUE for the following items which we are interested to import directly against Foreign Trade Policy 2015-2020. Kindly go through the terms & conditions printed overleaf. Please ensure that your quotation reaches this office not later than above mentioned due date.
2. If Packing Materials are of any kind of Plant Origin, valid Phytosanitary Certificate issued by an Authorised Officer at the Country of Origin of the consignment in the format prescribed under the International Plant Protection Convention of the Food and Agricultural Organization shall be sent along with the shipping documents. This is a mandatory requirement under Law enacted by the Govt. Of India. Deviation from this may result in holding of the consignment at customs causing delays which will be the sole responsibility of supplier.
3. Customs Duty Exemption Certificate: ITER-India can provide Custom Duty Exemption Certificate (CDEC) under the notification no. 39/96 dated 23/07/1996 as amended by notification no. 5/2012 - custom dated 07/02/2012 (s. no.37) in order to avail such exemption Indian party shall quote in foreign currency only on behalf of their foreign principal/supplier & purchaser shall place the order directly on foreign principal/supplier. All expenses, except customs duty, towards procurement of the imported materials should be borne by the Contractor.
4. ITER-India, IPR is entitled to avail concessional rate of GST @ 5% (2.5% CGST and 2.5% SGST) as per Central Goods and Service Tax (CGST) Notification No. 45/2017-Central Tax (Rate) dated 14th November, 2017, State Goods and Service Tax (SGST) Notification No. 45/2017 – State Tax (Rate) dated 15th November, 2017 and IGST @ 5% as per Notification No. 47/2017-Integrated Tax (Rate) dated 14th November, 2017 for supply of Goods. Therefore, please consider GST in your quotation accordingly.(Applicable for indian bidder)

Sr No.	Material Description	Quantity	Unit
1	Supply of Bi-Polar Power Supply Unit for Magnet Coil Application	1	NOS

Note :

- (1) Quotation should invariably be submitted in hard copy as per attached "Format for Submission of Quotation" ONLY else ITER-India may not consider your offer.
- (2) Any clarification on this enquiry may be sought from the Purchase Officer, ITER-India.
- (3) Quote with complete technical details.
- (4) Quotation should invariably be submitted in the attached format (Quotation format) ONLY else ITER-India may not consider your offer.
- (5) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same enquiry.
- (6) Indian agent shall bid only on behalf of one Principal/OEM only.
- (7) Bids (In two part - Part - A & Part - B) needs to be submitted in hard copy so as to reach ITER-India, IPR on or before due date & time.
- (8) Part A (I) : Instructions to bidders & bid submission format is attached (No. of pages 10) , Part A (II) : Eligibility criteria,

Scope of Supply, Technical & Management Specifications (No. of pages 6), Part A (III) Terms & Conditions is attached (No. of pages 12) and Part-B Price Bid Format (No. of Pages 6).

(9) Refer Sr. No. 2 of Part A (I) for bid submission envelopes & content.

(10) This is a two part Limited tender. price bid of technically qualified bidders only shall be opened by ITER-India. Bidders will not be invited for opening of bids.

Encl:- as above



Rakhi Dharamdasani
OFFICER-I (PURCHASE & STORES)
ITER-India (IPR)

Title	Supply of Bi-Polar Power Supply Unit for Magnet Coil Application
Sub Title	PART-A (I): Instructions to Bidders and Bid Submission format

ITER-India, Institute for Plasma Research

Block-A, Sangath Skyz, Bhat-Motera Road, Koteswar

Ahmedabad- 380005, Gujarat State, India



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1 Instructions to Bidders

Table 1: Instructions to Bidders

Instructions		
1.1 Tender Notification		
a.	<u>Tender Enquiry Reference Number / Date : I-IEF19017 dated 07-Jan-2020</u>	
b.	<u>Title /subject:</u> Supply of Bi-Polar Power Supply Unit for Magnet Coil Application	
c.	<u>Tender Type:</u> Two Part Limited Tender (Technical & Commercial Bid + Price Bid)	
d.	<u>Tender Issued by:</u> ITER-India , Institute for Plasma Research, Block-A, Sangath Skyz, Bhat- Motera Road, Koteswar, Ahmedabad- 380005, Gujarat State, India	
1.2 Single Point of Contact for the Tender		
All communications related to this tender must be sent to the following Single Point of Contact (SPOC).		
Purchase Officer ITER-India, Institute for Plasma Research Block-A, Sangath Skyz, Bhat- Motera Road, Koteswar, Ahmedabad- 380005, Gujarat State, India E-mail: purchase@iter-india.org Phone: +91-79-23 26 96 56 / 23 26 95 29		
1.3 List of Tender Documents covering Specifications & Requirements		
a.	Part-A	Part-A (I): Instructions to Bidders and Bid Submission formats
b.		Part-A (II): Scope of Supply, Technical Specifications & Terms and Conditions
c.	Part-B	Part-B: Price Bid format with Instructions
1.4 Bid Submission instructions		
a.	Refer to <u>Section:2</u> of this document for more details on bid submission envelopes , their formats and their content	
b.	All bids in response to this tender shall be submitted in TWO PART (Part-A & Part-B) in separate envelopes, duly sealed and superscribed with Tender Notice Number, Due Date and Time as per the details provided in Section-2 of this document. An additional Main envelope covering Part-A & Part-B envelopes may be used to submit the bids as described at Section-2 of this document. Part –A bid should not be submitted in form of loose papers.	



c.	All technical specifications along with commercial terms and conditions (without price) shall be included in Part-A of the bid. Part-B (Price bid) comprising of price details shall be submitted in a separate envelope
d.	The bidder shall take special care in order not to mix-up price details with the Part-A (Technical and Commercial bid without price) and vice versa, which may lead to rejection of the bid.
e.	If the envelopes are not sealed and not 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.
f.	Those who are quoting on behalf of their foreign Principals should submit a Pro-Forma Invoice of Foreign Principals in foreign currency. Bidder shall submit quotation on behalf of only one foreign supplier/Principal
g.	Percentage (%) of the agency commission (if applicable) to be paid to bidder's Indian agent shall be mentioned in the bid.
h.	Copy of valid agency agreement duly signed between the bidder and Indian agent shall be submitted along with the bid.
i.	In case dealer is submitting the bid, then authorised Dealer certificate duly signed by OEM shall be provided along with the bid.
1.5 Mode & Address of Bid Submission	
a.	Sealed bid documents in hard copies shall be sent by any appropriate Post/Courier to the address given below so as to reach positively by the stipulated due date and time. No responsibility will be taken by ITER-India for any postal delay or non-delivery/non-receipt of bid documents. The bidder shall ensure that the bid documents are dispatched well in advance to the due date considering the required safe transit time with a margin.
b.	Sealed bid documents can also be submitted in person , on or before the stipulated due date and time at the following address
c.	Address for Bid Submission: Purchase Officer ITER-India, Institute for Plasma Research Block-A, Sangath Skyz, Bhat- Motera Road Koteshwar, Ahmedabad- 380005 Gujarat State, India Phone: +91-79-23 26 96 56 / Fax: +91-79-23 26 95 01 or +91-79-23 26 95 91
1.6 Due date for bid submission	
a.	The completed bid documents in the prescribed format <u>shall reach/ should be submitted to the Purchase Officer, ITER-India latest by</u> <u>17:00 hrs. (IST) on 04-Feb-2020.</u>



ITER-India
(Institute For Plasma Research)

Enquiry No.

I-IEF19017

b.	Bidders are requested to prepare and submit their bids well in advance to the due date with due consideration of lead time required for an assured delivery by postal/courier services to avoid potential delays.
c.	ITER-India will not be responsible for any delay or loss of bid documents in transit.
d.	Bids received after the due date and due time (Delayed/Late bids) shall be rejected

2 Bid Submission Envelopes & Content

2.1 Envelope-1: Main Covering Envelope (sealed) containing all parts (Part-A & Part-B)

Envelope-1: Part-A & Part-B

Tender Notice No: I-IEF19017

Due On- Date: 04-Feb-2020 Time: 17:00 hrs. (IST)

Title: "Supply of Bi-Polar Power Supply Unit for Magnet Coil Application"

To



The Purchase Officer
ITER-India, Institute for Plasma Research
Block-A, Sangath Skyz, Bhat- Motera Road,
Koteshwar, Ahmedabad- 380005,
Gujarat State, India

From: XXXXX

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2.1.1 Envelope-1 Contents

Table 2: List of contents for Envelope-1 (Main Envelope containing Part-A and Part-B)

S/N	Content to be included	Detail
1	Sealed Envelope-1.1 	Sealed Envelope Containing PART-A /Technical & Commercial Bids
2	Sealed Envelope-1.2 	Sealed Envelope Containing PART-B /Price Bids

2.2 Sealed Envelope-1.1: Part-A (Technical & Commercial Bid without Price)

ENVELOPE-1.1: PART-A (TECHNICAL & COMMERCIAL BID WITHOUT PRICE)

Tender Notice No: I-IEF19017

Due On- Date: 04-Feb-2020 Time: 17:00 hrs. (IST)

Title: "Supply of Bi-Polar Power Supply Unit for Magnet Coil Application"

To

The Purchase Officer
ITER-India, Institute for Plasma Research
Block-A, Sangath Skyz, Bhat- Motera Road,
Koteshwar, Ahmedabad- 380005,
Gujarat State, India

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2.2.1 Content of Envelope-1.1: Part-A (Technical & Commercial Bid without Price)

S/N	Content to be included	Template/Reference	Notes
1	Bidder specifications as per Part-A(II)/Sections: 3.0 of Table -3	Part-A (II)/Section: 3.0 & 4.1	
2	Declaration of Factory Test /Inspection Report or compliance certificates as per Part-A(II)/section :4.1		
3	Authorised Dealer certificate duly signed by OEM (if applicable)	Section: 1.4. i	
4	Copy of Valid agreement duly signed by foreign bidder & Indian Agent (If applicable)	Section: 1.4. h	
4	Un-priced bid as per Annexure-A1	Section: 3.1	
5	Letter for Acceptance of PART-A (II) & PART-A(III) of Tender	Section: 3.2	

2.3 Sealed Envelope-1.2: Part-B (Price Bid)

ENVELOPE-1.2: PART-B (PRICE BID)

Tender Notice No: I-IEF19017

Due On- Date: 04-Feb-2020 Time: 17:00 hrs. (IST)

Title: "Supply of Bi-Polar Power Supply Unit for Magnet Coil Application"

To

The Purchase Officer
ITER-India, Institute for Plasma Research
Block-A, Sangath Skyz, Bhat- Motera Road,
Koteshwar, Ahmedabad- 380005,
Gujarat State, India

From: XXXXX

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2.3.1 Content of Envelope-1.2: Part-B (Price Bid)

Table 3: List of contents for Envelope-1.2 (Part-B: Price Bid)

All pages shall be signed by authorized signatory and stamped				
S/N	Content to be included	Detail	Reference	Use Form/Template
1	Price Bid	Submit price bid in prescribed format. Refer to Part-B document for details.	Part-B	Part-B document / Price Bid templates

3 Annexures

3.1 Annexure-A1: Unpriced Bid format

Table 4 Unprice-bid Format

S.No	Name of the Item	Quantity	Currency	Unit Price	Total Price
Note: Please see Table 5 & Table 6 for additional details on taxes & other commercial details					
1.	Bi-Polar Power Supply Unit for Magnet Coil Applications with standard accessories	1 Set			
Total cost					
2.	Optional Items (if any)(To Specify)	As necessary			
3.	DAP, ITER-India Charges based on quoted delivery basis (For Foreign bidder)			Quoted/ Not Quoted	

Table 5 Other Commercial Terms & Conditions

Commercial terms, Taxes and Duties			Bidder Compliance/Remarks
Delivery Basis	FCA (Nearest international airport) as per INCOTERMS 2010 for Foreign bidders	Comply – Yes/No. In case of No, pl. specify details	
	Free Door Delivery Basis for Indian bidders including transit insurance	Comply – Yes/No. In case of No, pl. specify details	
Bid Validity	90 days from the bid submission due date	Comply – Yes/No. In case of No, pl. specify details	
Delivery Period	4- 6 Months from the date of Purchase Order	Comply – Yes/No. In case of No, pl. specify details	
ITER-India Payment Terms (Refer note-5 for more details)	<ul style="list-style-type: none"> 80 % Against delivery 20 % Against Final acceptance 	Comply – Yes/No. In case of No, pl. specify details	
Warranty	Minimum 1 year warranty	Comply – Yes/No. In case of No, pl. specify details	
Taxes and Duties (Not Applicable for foreign bidders): Not to be included in the basic price as per Table-4			



		Bidder Compliance/Remarks
Goods and Service Tax (GST) extra (pls. specify type of GST applicable). ITER-India, IPR is entitled to avail concessional rate of GST@5% on supply of Items : Specify Value in %	GST 5% extra Comply Yes/No . In case of No, pl. specify details	
GST Registration Number (For Indian bidder)	Specify	
HSN Code of quoted item (For all bidders)	Specify	
Any other, Please specify	Specify	

Notes:

1. Only OEM or their authorized Indian representatives (along with duly attested authorization letter from OEM) are allowed to quote.
2. No split order or apportionment of quantities will be considered for this tender. Total cost (as per Sr. No. 4 of price bid template) plus applicable taxes and duties and any other charges (if applicable) shall be considered for price evaluation and to derive L1 bidder.
3. For foreign bidders, all applicable taxes and duties outside India shall be included in the quoted price.
4. For Indian bidders, all applicable taxes and duties shall be quoted separately specifying applicable tax rates.
5. In case of deviations in payment terms proposed by the bidder and accepted by ITER-India, ITER-India shall appropriately load the price on State Bank of India Benchmark Prime Lending Rate (SBI BPLR) for price comparison purpose.
6. Optional items/features that have additional cost impact shall be quoted separately as optional line items in the price bid. Features of the quoted items, which fall under standard specifications [as per Part-A (II)] shall not be considered as optional.
7. The basis for the price comparison shall be the total landed price of mandatory requirements, including taxes & duties, freight charges (as applicable), insurance (as applicable) excluding the optional items/features. IGST@5% shall also be loaded for items to be imported by ITER-India.
8. Custom duty: Refer clause no. 1.3.1.5 of Part-A(III)
9. GST: Refer clause no.1.3.1.2 of part-A(III)
10. Reserve Bank of India (RBI) reference Exchange rate applicable on the date of enquiry shall be applied.
11. Bidder must indicate the Currency without fail.
12. ITER-India on its discretion may select any of the optional items quoted by the bidder(s) and include in the purchase order, if opted by ITER-India.
13. Bidder shall submit the price bid on Bidder's letterhead with official seal and sign on each and every page of Price bid (Part-B).
14. Total amount shall be indicated both in words as well as in figures. Where there is a difference between amounts quoted in words and figures, amount quoted in words shall prevail.
15. In case the foreign bidder, do not submit DAP charges, the Purchaser shall take following charges as applicable for deriving Landed Price,
 - a) 3% of Ex-works price to arrive at FCA.
 - b) Freight as 10% of FCA price to arrive at C & F Price.
 - c) Insurance as 1% of C & F Price.
 - d) 2% of total cost towards custom clearance & local transport.



16. Purchaser reserves the right to place the order on FCA or DAP as per Incoterms 2010 basis.

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

3.2 Annexure-A2: Letter for Acceptance of Enquiry

(This form should be duly filled-in, signed, stamped and sent by the bidder along with the Bid.)

From:

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

Date:**To:**

The Purchase Officer
ITER-India, Institute for Plasma Research,
Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,
Ahmedabad 380005,
Gujarat, INDIA Tel: + 91-79-2326 9656
Email: purchase@iter-india.org

Subject: Acceptance of Part –A (II) & Part – A(III) of the Enquiry.

Dear Sir/Madam,

This is with reference to your tender No.: **I-IEF19017** dated **07-Jan-2020**. We have gone through all the Scope of Supply, Technical & Management Specifications and Terms & Conditions of the enquiry. In this regard, we would like to confirm the following **(Please ✓ against applicable point)**.

- ☐ We accept all the Scope of Supply, Technical & Management Specifications as per [Part-A (II)] and Terms & Conditions as per [Part-A (III)] of the enquiry.
- ☐ We accept all the Scope of Supply, Technical & Management Specifications as per [Part-A (II)] and Terms & Conditions [Part-A(III)] of the enquiry, **except following deviations**.

List of deviations as mentioned below:

Title	Supply of Bi-Polar Power Supply Unit for Magnet Coil Application
Sub Title	Part-A (II): Eligibility Criteria, Scope of Supply and Technical & Management Specifications

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1.0 Eligibility Criteria

Table 1 Eligibility Criteria

S.No.	Eligibility Criteria	Evidence for submission	Specify details of evidence submitted
1.	<p>Bidder should have product line having Programmable* Bi-Polar Power Supplies of ratings $\geq \pm 50V$ with a power rating $\geq 200W$.</p> <p>*Remote control through Analog/Digital interface.</p>	<p>Bidder should submit a copy of published product datasheet/manual complying with the ratings and features as specified in the eligibility criteria.</p> <p>(OR)</p> <p>Bidder should submit a copy of unpriced purchase order(s) for the products complying with the ratings as specified in eligibility criteria.</p>	
2.	<p>OEM/Authorized Dealer</p> <p>Bidder should be an OEM or an authorized dealer for the OEM</p>	<p>If the bidder is a dealer/agent bidding on behalf of an OEM, then the bidder should submit a valid authorization letter for the quoted products from the OEM.</p>	

Note: The bidder is required to submit all supporting documents as proof for the compliance of the specified Eligibility Criteria (Table 1). Only the bids, which qualify the eligibility criteria, will be considered for further techno-commercial evaluation.

2.0 Scope of Supply

Scope of supply under this procurement includes the following deliverables:

2.1. Hardware deliverables

Table 2 Hardware deliverable

S.No	Name of the Item	Specifications	Quantity
1.	Bi-Polar Power Supply Unit for Magnet Coil Applications with standard accessories	As specified in section 3.0	1 Set
2.	Optional Items (if any)		As necessary

2.2. Document deliverables

The document deliverables include the following set of documents

- Instruction and Operating manual(s)
- Factory Test/Inspection Report(s) /Certificate of Compliance/Functional Test Report.

3.0 Technical Specifications

Table 3 Technical specifications of the Bi-Polar Power Supply Unit

- Please mention the actual values of the quoted product against ITER-India's specifications.
- Please submit the product datasheet/manuals supporting the compliance table along with the bid.
- Simply specifying the compliance against the specifications by indicating "Yes", "Complied", "Agreed", "OK" etc." **without providing the evidence such as product datasheets, manuals etc., may lead to bid rejection.**

S.No	ITER-India Specifications				Vendor Specification & Compliance
Make & Model Number of the Quoted Product					
1.	Application	Magnet Coil (Inductive Load)			
2.	Type	Bipolar Power Supply Unit			
3.	Operation Duty	Continuous Duty			
4.	Output Voltage	≥±80 V			
5.	Output current	≥+30A (adjustable)			
6.	Output Current Accuracy	≤ 0.2A-0.4A			
7.	In-built Output Current Waveform Generation	Should be available PSU should have configurable feature to generate waveforms (Triangular) via front panel.			
8.	Output Current Frequency for triangular waveform	5Hz to 12.5Hz adjustable with a resolution of ≤0.3Hz (Corresponding to adjustable rise & fall time resolution of ≤1ms)			
9.	Front Panel Controls	Input AC Control	ON/OFF Switch		
10.		Output Control	ON/OFF Switch		
11.		Output Current Setting	Provision should be available		
12.		V&I Meters	Specify		
13.		Status Indicators	Specify		
14.	Remote Control Interface	Output Current Monitoring	Provision through Analog/Digital interface should be available.	Specify Analog and/or Digital with details. (Anolog: such as 0-10V etc.) (Digital: RS 232/RS485/RS422/ Ethernet etc.)	
15.		Output Current Control			
16.		ON/OFF Status			
17.	Protections	Such as Short circuit, Over voltage etc..	Specify		



ITER-India , Institute for Plasma Research

Enquiry no.
I-IEF19017

18.	Standard Accessories	Please Specify the standard accessories that will be part of supply	
19.	Input AC Supply	Specify	

4.0 Management Specifications

4.1 Factory Test Reports

A Factory Test/Inspection Report or a Certificate of Compliance or a Functional Test Report shall be submitted to ITER-India prior to delivery to establish health of the unit.

4.2 Final Acceptance:

After the receipt of the Power Supply (PS) unit at ITER-India site, ITER-India shall conduct performance tests of the PS unit. Upon successful completion of the tests (after resolving issues completely, if any) at site, a final acceptance note shall be issued by ITER-India. The date of issuance of final acceptance note shall be considered as the date of final acceptance.

4.3 Packing & Shipment

The material should be appropriately packed with one set of documentation & dispatched to ITER-India Lab, IPR with the following address:

**ECRH-Lab,
ITER-India Lab Building,
Institute for Plasma Research,
Near Indira Bridge, P.O. Bhat Gandhinagar -382 428, India**

Prior information of the material dispatch should be given to ITER-India Purchase Officer.

5.0 Annexure-I

5.1 Power Supply Installation:

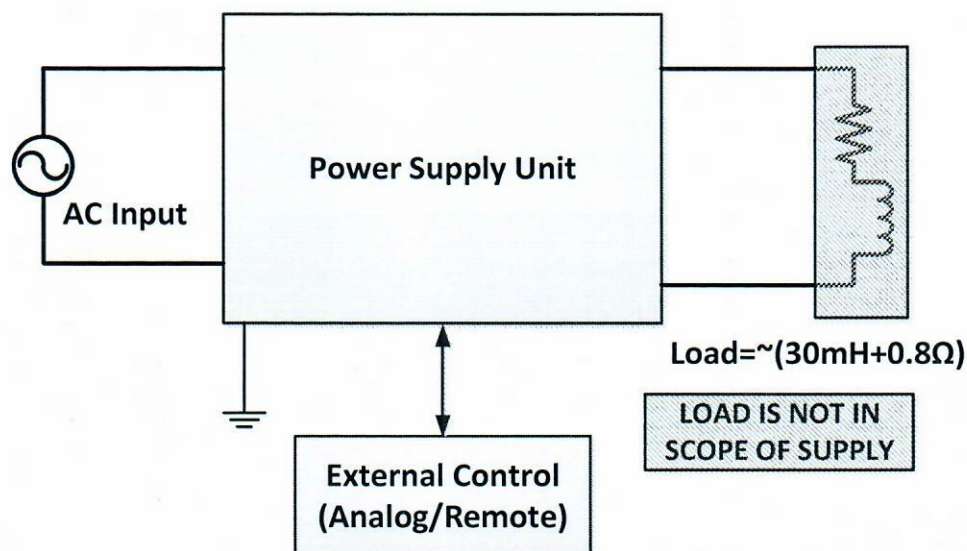


Figure 1: End-Use of Bi-Polar Power Supply Unit.

5.2 Typical Expected Waveforms:

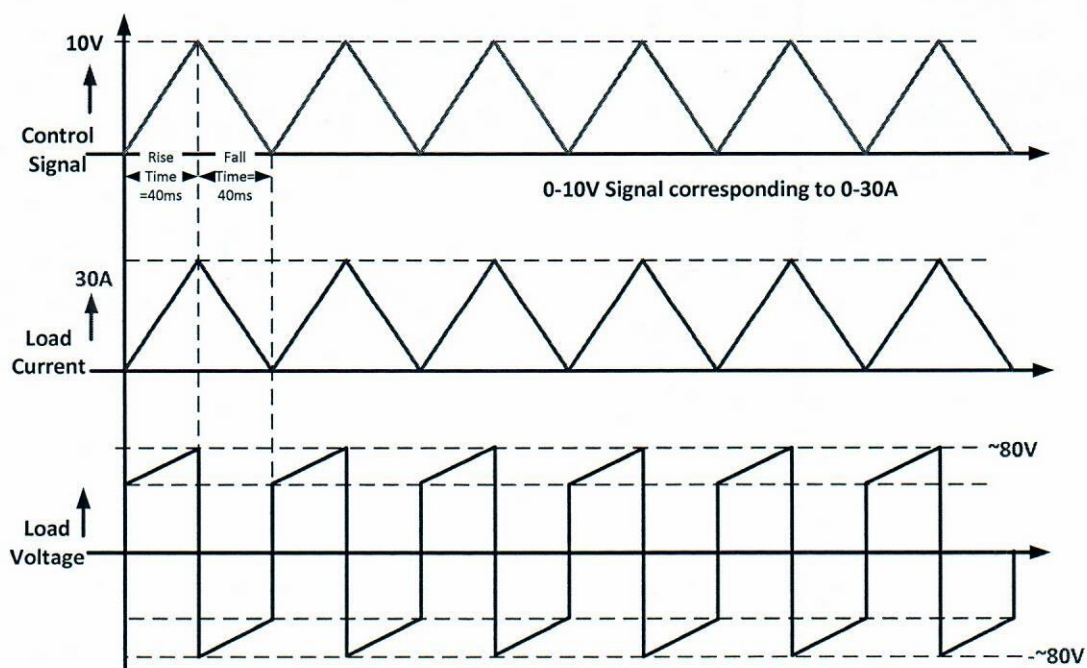


Figure 2: Typical Expected waveforms for 30A with $T_{\text{rise}}=T_{\text{fall}}=40\text{ms}$



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Title	Supply of Bi-Polar Power Supply Unit for Magnet Coil Application
Sub Title	Annexure-A(III): Terms and Conditions

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





ITER-India
(Institute For Plasma Research)

Enquiry No.-
I-IEF19017

Type of document	Tender Document
INDUS number	
References	
Current Document phase	Signed
Current Document Version	
Version date	
Access Control	-

Title	Supply of Bi-Polar Power Supply Unit for Magnet Coil Application
Sub Title	Annexure-A(III) : Terms and Conditions

Written by	Reviewed by	Approved by
ITER-India	ITER-India	ITER-India
Signature/s in sequence	Signature/s in sequence	Signature/s in sequence

ITER-India, Institute for Plasma Research
Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,
Ahmedabad 380005, Gujarat, INDIA
<http://www.iter-india.org>



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1 Terms and Conditions

Following are the Terms and Conditions to this tender. The Purchase Order (PO) resulting from this tender shall be governed by the terms and conditions given in this part. Bidders submitting the bid against this tender shall be deemed to have read and understood the same in total.

1.1 General provisions of the Purchase Order

1.1.1 Language

- 1.1.1.1** The ruling language of the Purchase Order and language for documentation and communication shall be English.

1.1.2 Governing Law

- 1.1.2.1** The Purchase Order shall be construed and shall be governed by the laws of India.

1.1.3 Jurisdiction

- 1.1.3.1** The Courts in Ahmedabad (Gujarat State, India) shall only have exclusive jurisdiction to deal with all the matters related to this Purchase Order.

1.1.4 Sub-contracting, subletting or assignment of Purchase Order

- 1.1.4.1** The Supplier shall not sub-contract, sublet, transfer or assign the Purchase Order or any major part thereof, without the prior written consent of the purchaser. However, such consent shall not be unreasonably withheld by the Purchaser, if such items/equipment are not normally manufactured by the Supplier. Such assignment or subletting shall not relieve the Supplier from any contractual obligation or responsibility under the Purchase Order.
- 1.1.4.2** In case the Supplier sublets, transfers or assigns any major part of the Purchase Order with the prior written consent of the Purchaser, all payments to the Sub-Contractor shall be the responsibility of the Supplier and any requests from such Sub-Contractor shall not be entertained by the Purchaser.
- 1.1.4.3** The Supplier shall be responsible for coordination of all activities with his sub-contractors / and his suppliers.

1.2 Purchase Order Scope and Completion Time

1.2.1 Scope of Supply and Technical Specifications:

- 1.2.1.1** Annexure-I of this tender/enquiry specifies the **scope of supply, technical specifications** and other details of deliverables to be covered under this Purchase Order.

- 1.2.1.2** Bid/Quotation should be submitted in the following manner:

In respect of Foreign Bidders: The price/s quoted should be on **FCA basis (Nearest International Airport)** and

The price/s quoted should be inclusive of all applicable taxes, levies, duties arising in the bidder's/manufacturer's country or any other country/ies except India.

In respect of Indigenous bidders: The price/s quoted should be on Door Delivery on freight paid basis inclusive of cost of insurance and unloading of items at purchaser's site. The price/s quoted should be exclusive of all applicable Indian taxes, levies, duties which are to be mentioned in the price bid at the prevailing rates.

Unit rate/s should be valid throughout the validity of Contract period for addition/deletion purposes. Break-up of price should be furnished. The quoted price should not be subject to price escalation for whatsoever reasons. The quoted price shall be firm, fixed and non-revisable during the validity/extended validity of Contract.

Prices are required to be quoted according to the units indicated in the tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

1.2.1 Insurance:

1.2.2.1 The foreign Contractor must take an appropriate insurance for all the Items delivered up **to point of FCA** against a risk of loss or damage during the transport. Proof of insurance to be submitted to I-I along with other shipping documents.

1.2.2.2 The Indian Contractor shall quote the price/s on Door Delivery basis inclusive of freight and insurance till delivery site.

1.2.2.3 Purchaser shall make arrangement for insuring the BLCs/Items from **the point of FCA** to the delivery site at its own costs (For Foreign Contractor). However, the foreign Contractor shall furnish the following details by email (scanned copy) and courier within one day from the date of shipment of Items:

1. Port of shipment
2. Air way bill No. and date
3. Number of packages with their dimensions and weight
4. Flight details, expected date of arrival
5. Copy of Invoice (indicating therein country of origin / shipment)

1.2.3 Bank charges:

For Foreign contractor- all the bank charges within India shall be borne by the Purchaser. Similarly all the bank charges outside India shall be borne by the Contractor. Subsequent amendment L/C charges (if applicable) will in the account of party who is responsible for such amendment.

For Indian Contractor, all bank charges shall be borne by the Contractor only.

1.3 Purchase Order Price, Payment and Recoveries

1.3.1 Taxes and Duties

- i) **In respect of Foreign Bidders:** The price/s quoted should be inclusive of all applicable taxes, levies, duties arising in the bidder's/manufacturer's country or any other country/ies except India. TDS will not be deducted from the invoices as raised by the Contractor.
- ii) **In respect of Indigenous bidders:** The price/s quoted should be exclusive of all applicable Indian taxes, levies, duties which are to be mentioned in the Price Bid (Part-B) at the prevailing rates.

1.3.1.1 GST Registration: Bidder shall submit a copy of GST Registration certificate along with the bid (For Indian Bidders)

1.3.1.2 ITER-India, IPR is entitled to avail concessional rate of GST @ 5% for Supply of Goods as per below mentioned notifications.

- a. Integrated Tax (IGST) as per Notification by Department of Revenue, Ministry of Finance, Govt. of India Notification No. 47/2017 - Integrated Tax (Rate) dated 14th November, 2017 (For Indian and Foreign Bidders)
- b. Central Tax (CGST) as per Notification by Department of Revenue, Ministry of Finance, Govt. of India Notification No. 45/2017-Central Tax (Rate) dated 14th November, 2017 (For Indian Bidders)
- c. State Tax (SGST) as per Finance Department, Govt. of Gujarat Notification No. 45/2017 – State Tax (Rate) dated 15th November, 2017 (for Indian bidders)

ITER-India will issue GST exemption certificate along with the dispatch clearance note upon receipt of a written request for the same from the supplier (applicable for Indian Bidders)

1.3.1.3 Bidder shall submit copy of PAN Card along with the bid document.

1.3.1.4 TDS- Tax Deducted at Source (Applicable for Indian bidder):

TDS as per the prevailing rate in GST act will be applicable on the total P.O. value and the same shall be recovered from the Supplier's bill and necessary certificate will be issued to the Supplier. Bidder shall submit copy of PAN card along with the bid document.

1.3.1.5 Custom Duty –

ITER-India can provide Custom Duty Exemption Certificate (CDEC) under the notification no. 39/96 amended vide notification no. 5/2012 dated 7th Feb. 2012. In order to avail such exemption, Indian party shall quote in foreign currency on behalf of their foreign Principal/Supplier and purchaser shall place the order directly on foreign Principal/Supplier only.

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

1.3.2 Mode of Payment and Payment Schedule:

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

1.3.2.1 Mode of Payment

1.3.2.1.1 Payment shall be made within 30 days from the date of acceptance against each payment milestone as per **Table 1** and on receipt of invoice & other documents complete in all respects.

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

Payment terms for Indigenous Contractor – Payment shall be made through RTGS/NEFT. Necessary mandate form for RTGS/NEFT will be provided at the time of Order.

Payment terms for Foreign Contractor - The payment will be arranged through sight draft State bank of India. However, other terms of payment like establishment of Letter of Credit (L/C)/Wire transfer may be considered by the Purchaser on such terms and conditions as may be agreed upon. (L/C will be opened through Purchaser's Bankers and all bank charges outside India to be borne by the Contractor).

Opening of L/C will be, subject to signing of a Contract, furnishing order acknowledgement, and Supplier obtaining Export License, if applicable. In case Export License is not required, Supplier shall submit a declaration to this effect along with the Order Acknowledgement.

1.3.2.1.2 In respect of BGs received from foreign Supplier, Purchaser shall take advice of SBI as to whether the foreign bank providing BG is a first class bank of international repute before taking a decision whether such BG should be confirmed by SBI in India.

1.3.2.1.2 Release of payment shall be subject to:

a. Signing of Purchase Order by both the Parties

1.3.2.2 Payment Schedule

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

Table 1: Payment schedule

Sr. No.	Mile-stone for payment	% of PO value for payment*	Documents required from the Supplier for release of payment
01	Payment against complete delivery	80% [plus 100% of all applicable taxes & any other charges (if applicable)]	A. Original Commercial Invoice mentioning Country of Origin – 03 Copies B. Clean on Board Air Way Bill (For Foreign Contractors)/ Delivery challan (for Indian Contractor) C. Despatch clearance as issued by Purchaser D. Packing list – 03 Copies E. Factory Acceptance Report – 01 Copy F. Insurance proof upto FCA (For Foreign Contractors) G. Phytosanitary certificate/Fumigation, ISPM 15 certificate approved by competent authority. (For Foreign Contractors) H. Dangerous Cargo Certificate (if applicable)
02	Payment against successful completion of Final acceptance of all the deliverables specified in the PO.	20%	A. A copy of Final Acceptance Note issued by the Purchaser B. Duly Signed Warranty Certificate C. Duly certified Pro-forma Invoice in triplicate
Total		100%	

1.3.2.3 Alteration of Specifications:

1.3.2.3.1 The Purchaser reserves the right to alter, whenever necessary, specifications. As from the date of such alteration, the systems shall be in accordance with the specifications, so altered, which the Contractor is bound to comply with.

1.3.2.3.2 In the event of such alteration involving a revision in the cost, or in the delivery period, the same shall be discussed and mutually agreed to, taking into account the unit rates of similar items in the

Contract. In case of disagreement, the decision of the Purchaser, in the cost or the delivery period, shall be final and conclusive.

1.4 Dispatch Clearance

1.4.1 Dispatch Clearance Note

After the review and approval of FAT Report, a Dispatch Clearance Note shall be issued to the supplier by ITER-India. The units shall be dispatched only after receiving a dispatch clearance note from ITER-India. However, a clearance issued by ITER-India will not relieve the supplier from the liability of proper functioning of unit at ITER-India Site.

1.5 Packing & Labelling

1.5.1 Packing Instructions

- 1.5.1.1** The Supplier shall pack and crate all items/deliverables for road transportation in a manner so as to protect it from damage and deterioration during transportation. The Suppliers shall be held responsible for all damages due to improper or poor packing.
- 1.5.1.2** The Supplier shall provide suitable packing such as shock/vibration absorption material to avoid damage during transportation. The packing arrangement shall include (but not limited to) a necessary list of documentation and appropriate packing, markings, labelling, handling provisions for the items.
- 1.5.1.3** If Packing materials are of any kind of Plant Origin, valid Phytosanitary Certificate issued by an Authorised Officer at the Country of Origin of the consignment in the format prescribed under the International Plant Protection Convention of the Food and Agricultural Organisation shall be sent along with the shipping documents. This is a mandatory requirement under Law enacted by the Govt. Of India. Deviation from this may result in holding of the consignment at customs causing delays which will be the sole responsibility of supplier (applicable for foreign supplier)

1.5.2 Marking & Labelling

- 1.5.2.1** All packages shall be clearly, legibly and durably marked for correct identification with uniform block letters (preferably with waterproof paint) on at least three sides with:
 - i. Delivery address (as communicated)
 - ii. Purchase Order Number and date
 - iii. Net and gross weights
 - iv. Sign showing 'SIDE UP'
 - v. Any handling and unpacking instructions, if considered necessary.

1.6 Delivery Basis

1.6.1 Delivery Schedule & Installation:

- a. Delivery of items within 4-6 months from date of purchase order.
- b. FCA (supplier's factory/ nearest international airport) as per INCOTERMS 2010 for Foreign bidders.
- c. The delivery of all the items shall be based on Free Door Delivery to (including freight and transit insurance) (For Indian Bidders) "**ON-SITE**" or "**PURCHASER SITE**" I.e ITER-India Lab

Building, Institute for Plasma Research, 3rd Floor (height 13.7 mtr), ECH-Lab, Nr. Indira Bridge, Bhat Village, Gandhinagar-382428, Gujarat, India (For Indian Bidders).

1.6.2 Delivery Documents

1.6.2.1 The Supplier shall forward in advance to the Purchaser, by rapid Courier Service, following documents as detailed hereunder:

- a. Original Commercial Invoice mentioning Country of Origin – 03 Copies
- b. Clean on Board Air Way Bill (For Foreign Contractors)/ Delivery challan (for Indian Contractor)
- c. Despatch clearance as issued by Purchaser
- d. Packing list – 03 Copies
- e. Factory Acceptance Report – 01 Copy
- f. Insurance proof upto FCA (For Foreign Contractors)
- g. Phytosanitary certificate/Fumigation, ISPM 15 certificate approved by competent authority. (For Foreign Contractors)
- h. Dangerous Cargo Certificate (if applicable)

1.6.2.2 The dispatch documents such as Invoice, delivery challan etc., shall bear the "PO Number", "PO Date", "Destination/Delivery address"

1.6.3 Demurrage / Wharfage

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

1.6.4 Transfer of Ownership and Title

- a. Transfer of ownership of the Items shall occur upon delivery of each shipment/shipments as per Incoterms 2010 basis (for Foreign Contractor) and upon successful completion of final acceptance test (For Indian Contractor).
- b. Transfer of Ownership from contractor to ITER-India as per incoterms or upon successful completion of final acceptance shall not in any way relieve the Contractor of its responsibilities and liabilities under the Contract.

1.6.5 Transfer of Risks

From commencement of the work under the Contract, the Contractor shall be responsible at his own risk for the care and custody including theft, damage due to any reasons, of the Items or any part thereof until their respective delivery/ Final acceptance (as applicable)

1.7 Delay, Extension & Postponement

1.7.1 Extension of Time (due to Supplier)

1.7.1.1 In the event, the contractual delivery dates cannot be adhered to for any cause(s) attributable to the Supplier, an application for extension of time with sufficient reasons shall be made by the Supplier to the Purchaser. If failure, on the part of the Supplier to deliver the items/completion

of work in scheduled time shall have arisen from any causes which the Purchaser may find as reasonable ground for an extension of time (and his decision shall be final), he may allow such additional time as he may consider justified in the circumstances of the case through a formal notification. The Supplier shall not become entitled to receive additional payment towards escalation or increased statutory levies (if any) or change in statutory levies beyond the contractual delivery date / completion time.

- 1.7.1.2** If the Supplier fails to apply and secure extension of PO delivery date(s) (before effecting the supply of the items as in the PO) acceptance of such supplies by the Purchaser, shall not entitle the Supplier to claim payment on account of escalation or extra payment on account of change in statutory levies / increase of statutory levies that may be payable at higher rate after the expiry of PO delivery dates/PO completion date.

1.7.1.3 Indemnity against infringement

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

1.8 Warranty

1.8.1 Warranty

- 1.8.1.1** Supplier shall provide 1 year manufacturer warranty against manufacturing defects and material defects.
- 1.8.1.2** The Supplier shall warrant that the items supplied under this PO comply fully with the specifications laid down, for material, workmanship and performance. The items shall be new, unused and free from any defects.
- 1.8.1.3** If any supplied item is repaired/replaced during the warranty period, the Supplier shall warrant all such items for a further period of at least 12 months from the date of repair/replacement, or remaining original warranty period, whichever is longer.

1.9 Settlement of disputes and Arbitration

1.9.1 Settlement of Disputes

- 1.9.1.1** Any disputes or difference arising out of or in connection with the PO shall be to the extent possible settled amicably between the parties involving management from either side within sixty (60) days. If amicable settlement cannot be reached within sixty (60) days, then all disputed issues shall be settled by arbitration as per clause **1.9.2**
- 1.9.1.2** Notwithstanding any reference to the arbitration as herein before provided (a) the Parties shall continue to perform their respective obligations under the PO with due diligence, unless they otherwise agree, (b) the Purchaser shall continue to pay any undisputed amount to the Supplier.

1.9.2 Arbitration

1.9.2.1 For Indian Bidders:

- a. All disputes or differences arising out of or in connection with the Contract including the one connected with the validity of the contract or any part thereof, should be settled by bilateral

have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the 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 Contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

1.9.2.2 For Foreign Bidders:

In the event of any dispute or difference arising under the Contract, the matter shall be referred to Arbitration in accordance to the rules of International Chamber of Commerce. The Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Purchaser and Contractor. 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 Arbitrator shall have its seat in Ahmedabad or such other place in India as may be mutually agreed to between the parties. Award of Arbitration Tribunal shall be enforceable in Indian courts only.

Either party may also, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.

1.10 Facilities Provided by ITER-India

1.10.1 ITER-India will provide free of charge basic facility like electricity etc. as may be required to perform Final / Site Acceptance Testing at ITER-India lab, IPR

1.11 Cancellation/Termination of Purchase Order

1.11.1 Termination of Purchase Order for default

1.11.1.1 The Purchaser may, without prejudice to any other remedy for breach of PO, by written notice of default sent to the Supplier, terminate the PO in whole or in part in circumstance detailed hereunder:

1.11.1.1.1 If the Supplier fails to supply/provide any or all of the deliverable items, within the time period(s) specified in the PO or any extension thereof granted by the Purchaser.

1.11.1.1.2 If the Supplier fails to perform any other obligation(s) under the PO within the period specified in the PO or any extension thereof granted by the Purchaser.

1.11.1.2 In the event the Purchaser terminates the PO in whole or in part, the Purchaser may take recourse to the following action. However, the Supplier shall continue to perform the PO to the extent not terminated.

1.11.1.2.1 The Purchaser may procure at the risk & cost of the supplier, upon such terms and in such manner as it deems appropriate, items similar to those covered under the terminated PO.

1.11.1.3 If the PO is terminated as provided in clause **1.11.1**, the Purchaser in addition to any other rights provided in the clause, may require the Supplier to transfer title and deliver to the Purchaser any completed items that are found to be useful and acceptable to the Purchaser. The Purchaser shall pay to the Supplier, the PO price of such completed items that are delivered to and accepted by the Purchaser.

1.11.2 Termination of Purchase Order for insolvency

- 1.11.2.1** If the Supplier becomes bankrupt or otherwise insolvent or goes into liquidation, the Purchaser may, at any time, terminate the PO, by giving a written notice to the Supplier, without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

1.11.3 Termination of Purchase Order for convenience

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

1.12 Liquidated Damages (LD)

If the supplier fails to deliver the ordered items within the agreed and stipulated period, for reasons attributable to the supplier, LD charges will be charged @ 0.5 % of the order value per week, however, such deduction will not exceed 5% of the order value. Amount towards LD will be deducted from the supplier's invoice.

Title	Supply of Bi-Polar Power Supply Unit for Magnet Coil Application
Sub Title	Part-B: Price Bid Format

ITER-India, Institute for Plasma Research

Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,

Ahmedabad 380005, Gujarat, INDIA





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1. Price Bid Format	4
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1 Price Bid Instructions

1.1 Price Bid Submission

Before filling the price bids all the documentation related to this tender shall be carefully studied. In particular the following documents shall be referred for details. Some of the main points have been repeated here in this document for ready reference.

1.1.1 Refer Annexure –A(II) for Eligibility Criteria, Scope of Supply and Technical & Management Specifications

1.1.2 Refer Annexure –A(III) for “Terms and Conditions” for detailed commercial terms and conditions



1. Price Bid Format

Table 4 Price-bid Format

S.No	Name of the Item	Quantity	Currency	Unit Price	Total Price
Note: Please see Table 5 & Table 6 for additional details on taxes & other commercial details					
1.	Bi-Polar Power Supply Unit for Magnet Coil Applications with standard accessories	1 Set			
Total cost					
2.	Optional Items (if any)	As necessary			
3.	DAP, ITER-India Charges based on quoted delivery basis (For Foreign bidder)				

Table 5 Other Commercial Terms & Conditions

Commercial terms, Taxes and Duties			Bidder Compliance/Remarks
Delivery Basis	FCA (Nearest international airport) as per INCOTERMS 2010 for Foreign bidders	Comply – Yes/No. In case of No, pl. specify details	
	Free Door Delivery Basis for Indian bidders including transit insurance	Comply – Yes/No. In case of No, pl. specify details	
Bid Validity	90 days from the bid submission due date	Comply – Yes/No. In case of No, pl. specify details	
Delivery Period	4- 6 Months from the date of Purchase Order	Comply – Yes/No. In case of No, pl. specify details	
ITER-India Payment Terms (Refer note-5 for more details)	<ul style="list-style-type: none">80 % Against delivery20 % Against Final acceptance	Comply – Yes/No. In case of No, pl. specify details	
Warranty	Minimum 1 year warranty	Comply – Yes/No. In case of No, pl. specify details	

**Taxes and Duties (Not Applicable for foreign bidders): Not to be included in the basic price as per Table - 4**

		Bidder Compliance/Remarks
Goods and Service Tax (GST) extra (pls. specify type of GST applicable). ITER-India, IPR is entitled to avail concessional rate of GST@5% on supply of Items : Specify Value in %	GST 5% extra Comply Yes/No . In case of No, pl. specify details	
GST Registration Number (For Indian bidder)	Specify	
HSN Code of quoted item (For all bidders)	Specify	
Any other, Please specify	Specify	

Notes:

1. Only OEM or their authorized Indian representatives (along with duly attested authorization letter from OEM) are allowed to quote.
2. No split order or apportionment of quantities will be considered for this tender. Total cost (as per Sr. No. 4 of price bid template) plus applicable taxes and duties and any other charges (if applicable) shall be considered for price evaluation and to derive L1 bidder.
3. For foreign bidders, all applicable taxes and duties outside India shall be included in the quoted price.
4. For Indian bidders, all applicable taxes and duties shall be quoted separately specifying applicable tax rates.
5. In case of deviations in payment terms proposed by the bidder and accepted by ITER-India, ITER-India shall appropriately load the price on State Bank of India Benchmark Prime Lending Rate (SBI BPLR) for price comparison purpose.
6. Optional items/features that have additional cost impact shall be quoted separately as optional line items in the price bid. Features of the quoted items, which fall under standard specifications [as per Part-A (II)] shall not be considered as optional.
7. The basis for the price comparison shall be the total landed price of mandatory requirements, including taxes & duties, freight charges (as applicable), insurance (as applicable) excluding the optional items/features. IGST@5% shall also be loaded for items to be imported by ITER-India.
8. Custom duty: Refer clause no. 1.3.1.5 of Part-A(III)
9. GST : Refer clause no.1.3.1.2 of part-A(III)
10. Reserve Bank of India (RBI) reference Exchange rate applicable on the date of enquiry shall be applied.
11. Bidder must indicate the Currency without fail.
12. ITER-India on its discretion may select any of the optional items quoted by the bidder(s) and include in the purchase order, if opted by ITER-India.
13. Bidder shall submit the price bid on Bidder's letterhead with official seal and sign on each and every page of Price bid (Part-B).
14. Total amount shall be indicated both in words as well as in figures. Where there is a difference between amounts quoted in words and figures, amount quoted in words shall prevail.

15. In case the foreign bidder do not submit DAP charges, the Purchaser shall take following charges as applicable for deriving Landed Price,
- a) 3% of Ex-works price to arrive at FCA.
 - b) Freight as 10% of FCA price to arrive at C & F Price.
 - c) Insurance as 1% of C & F Price.
 - d) 2% of total cost towards custom clearance & local transport.
16. Purchaser reserves the right to place the order on FCA or DAP as per Incoterms 2010 basis.

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