

<b>Title</b>	<b>GeM Bid for “Supply of fabricated PEEK Material Disk/Flange, Washer, Bush, Rod, Sheet/Plate”</b>
<b>Sub Title</b>	<b>GeM Bid Specific Terms and Conditions of the Contract</b>

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



## 1 Essential Eligibility Criteria & General Instructions to Bidders

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

**Table 1: Essential Eligibility Criteria**

Essential Eligibility Criteria	Documentary evidence
Bidder shall be Dealers/Stockist/Trader of the PEEK material.	Bidder shall submit the purchase order(s) for procurement of PEEK material in last three years from the tender date.
Bidder shall have experience in supply of fabricated engineering plastics/polymers.	Bidder shall submit the purchase order(s) for supply of fabricated engineering plastics/polymers in last five years from the tender date.
Bidder shall have average turnover of minimum INR 18 Lakhs during last three financial years (2018-19, 2019-20, 2020-21)	Bidder shall submit audited financial statement / CA certificate of last three financial years i.e. 2018-19, 2019-20, 2020-21

**Note: Refer GeM bid for eligibility conditions.**

### General Instructions to bidders:

1. Please ignore the quantities mentioned in the drawings. Consider only the quantities mentioned in the BOQ/BOM.
2. Purchaser reserves the right to split the order item group wise among the technically qualified L1 bidders against each group. It is mandatory for bidders to quote for each item of particular group (Group-A to Group-E) to be qualified for technical evaluation. In case the bidder not quoted for any item of the particular item group then the bid will be disqualified to be eligible for technical evaluation of that particular item group.
3. Provide duly filled signed and stamped Technical Compliance Matrix as per Appendix-1 given in Technical Specifications document. **Bidder shall also confirm in the compliance matrix that for which group (i.e. A, B, C, D, E or for All groups) bid is submitted.**
4. OEM catalogue of offered items to be submitted along with bid
5. Specify the brand name of offered items from recommended brands of PEEK: GEHR, Roechling/Rochling, Mitsubishi, Victrex
6. List of import items along with approximate quantity (if applicable) to be submitted with bid

## 2 Taxes and Duties

### 2.1 GST

- 2.1.1 The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification

of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST. Refer GeM bid document for more details.

## 2.2 Custom Duty:

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

## 3 Mode of Payment and Payment Schedule:

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

### 3.1 Mode of Payment:

- 3.1.1 Payment shall be made through RTGS/NEFT in INR within 30 days from the date of acceptance against each payment milestone as per **Table-2** and on receipt of error free invoice and other mentioned documents complete in all respects. Necessary mandate form for RTGS/NEFT will be provided at the time of Contract/order.
- 3.1.2 Wherever, advance payment is involved, it will be made subject to submission of Bank Guarantee (BG) for an equivalent amount from State Bank of India (SBI) / any Nationalized bank or from one of the banks namely AXIS, HDFC, ICICI, IDBI. BG for advance payment should be furnished by Contractor/Supplier as per format given in Annexure-1.
- 3.1.3 Release of payment shall be subject to:

- i. Acceptance of Contract on GeM portal
- ii. Submission of Performance Security as per GeM Contract
- iii. Submission of Advance Bank Guarantee (ABG) as specified

### 3.2 Payment Schedule

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

**Table-2: Payment Schedule:**

Sr. No.	Mile-stone for payment	% of GeM Contract value	Documents required from the Supplier for release of payment
01	Advance against submission of Bank Guarantee for an equivalent amount	30%	A. Proforma invoice (Triplicate) B. Advance Payment Bank Guarantee for equivalent amount of advance
02	Payment against complete delivery of ordered items to On-Site address and final site acceptance of items by the Purchaser (Payment will be made on of actual quantity supplied by the supplier and increase or decrease in quantity to the tune of 5% of order quantity is allowed)	70%	A. A copy of Dispatch Clearance Note issued by Purchaser B. Tax Invoice in triplicate C. Delivery Challan duly inward at Security Gate and signed by ITER-India representative as delivery acknowledgement D. Duly consignment receipted copy of Lorry Receipt, Courier PoD etc. (if applicable) E. Test Reports F. Warranty certificate
Total		100%	

3.2.2 Validity of Advance payment bank guarantee – Advance Bank Guarantee (against Sr. No. 1 of Table-2) shall remain valid till complete delivery of all the Items plus applicable claim period (minimum two months).

## 4 Inspections and Dispatch Clearance

Refer Technical Specification document for more details regarding Inspection and acceptance test requirements.

### 4.1 Manufacturing & Inspection Plan

4.1.1 The Purchaser’s representative or an authorized third Party shall be entitled at all reasonable times during manufacturing to inspect, examine and test the material and workmanship of all items to be supplied under this Contract/Purchase Order at the Contractor/Supplier’s /sub-contractor’s/supplier’s premises. However, such inspection, examination and testing by

Purchaser shall not release the Contractor/Supplier from his obligation under this Contract/Purchase Order. Refer Technical Specification document for more details.

- 4.1.2 If part of said items are being manufactured at other premises (viz. subcontractor/supplier), the Contractor/Supplier shall obtain a permission for the Purchaser’s representative to inspect, examine, and test as if the equipment were being manufactured on the Contractor/Supplier’s premises.

#### 4.2 Dispatch Clearance Note

- 4.2.1 Purchaser reserves the right to carry out Pre-Despatch Inspection at Supplier’s premises. Contractor/Supplier shall obtain a Dispatch Clearance Note (DCN) on satisfactory pre-dispatch inspection of Items from ITER-India Commercial Coordinator before effecting the dispatch.

### 5 Packing & Labelling

#### 5.1 Packing Instructions

- 5.1.1 Items mentioned in the Bill of Quantity (Sr. No. 3 of technical specifications) shall be packed properly and labelled individually with relevant drawing/item number.
- 5.1.2 Each fabricated material shall be packed in the group. For e.g. all items of Group-A 3-5mm thickness shall be packed together and labelled as “Group-A items”. All material of the Bill of Quantity shall be packed properly in the box such that no damage occurs in the transportation.
- 5.1.3 All items are required to be packed with standard soft material to avoid damages to the machined surfaces. All mating surfaces of flanges must be masked with proper covers to avoid damage during handling and transportation. The Contractor/Supplier shall be held responsible for all damages due to improper or poor packing.
- 5.1.4 Packing should be sturdy and rigid enough to withstand shocks and vibrations during transportation. The Contractor/Supplier shall provide suitable packing such as shock/vibration absorption material to avoid damage during transportation. The packing arrangement shall include (but not limited to) a necessary list of documentation and appropriate packing, markings, labelling, handling provisions for the items.
- 5.1.5 Any damage to the items during transportation or due to any other cause, will not be accepted and no compensation shall be paid by ITER-India for the same. The supplier shall take due care regarding packing and forwarding of the items. It is the liability of the supplier to deliver the items in perfect working condition to ITER-India. If any damage is found in any item, at the delivery site; supplier shall replace the damaged item with new item at no extra cost on the purchaser.

### 6 Delivery Documents

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

- a. Original GST Invoice in triplicate
- b. Delivery Challan in triplicate
- c. Duly consignment receipted copy of Lorry Receipt.

- d. Despatch clearance note issued by the Purchaser
- e. Test Reports
- f. Warranty Certificate

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

## 7 Delivery Inspection

The boxes/packages containing the deliverable items, received at the Purchaser’s site will be unpacked for identifying the item & visually inspection for any loss/damage during transit.

## 8 Final Acceptance

Final Acceptance / Site Acceptance of the Items will be subject to the fulfilment of requirements given in Technical Specification document.

## 9 Annexures

Annexure-1: Bank Guarantee (Advance Payment)

Annexure-2: Letter for Acceptance of Tender

Annexure-3: Self-declaration by Bidder of a country sharing/not sharing land border with India

## Annexure-1: Bank Guarantee (Advance Payment)

(On non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. \_\_\_\_\_ DATE: \_\_\_\_\_

1. WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ 2021 M/s \_\_\_\_\_, a company registered under the companies act and having its registered office at \_\_\_\_\_ (hereinafter referred to as “the Contractor/Supplier”) entered into Contract/Purchase Order bearing No. \_\_\_\_\_ date \_\_\_\_\_ with ITER-India (INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380005, Gujarat, India (hereinafter referred to as “The Purchaser”) for the supply of \_\_\_\_\_ (hereinafter referred to as “the Equipment”)
2. AND WHEREAS under the terms and conditions of the Contract/Purchase Order an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) representing \_\_\_\_\_ percent advance payment out of the Contract/Purchase Order value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) is to be paid by the Purchaser.
3. AND WHEREAS ITER-India has agreed in pursuance of the said terms and conditions of the Contract/Purchase Order to make an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Contractor/Supplier on the Contractor/Supplier furnishing a Bank Guarantee in the manner herein contained.
4. NOW WE, \_\_\_\_\_ (Name and Address of the Bank) in consideration of the Purchaser having agreed to pay to the Contractor/Supplier an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) against any damage or loss that may be suffered by the Purchaser by reason of non-fulfillment of any of the terms and conditions of the Contract/Purchase Order by the Contractor/Supplier.
5. WE, \_\_\_\_\_ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without recourse to the Contractor and without any demur, or protest or objection, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor/Supplier(s) of any of the terms and conditions contained in the said Contract/Purchase Order or by reason of the Contractor/Supplier(s)’s failure to perform the said Contract/Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
6. WE, \_\_\_\_\_ (Bank) undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor/Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a



valid discharge of our liability for payment thereunder and the Contractor/Supplier(s) shall have no claim against us.

7. AND WE, \_\_\_\_\_ (Bank) hereby further agree that the decision of the said Project Director, ITER-India as to whether the Contractor/Supplier has committed breach of any such terms and conditions of the Contract/Purchase Order or not and as to amount of damage or loss assessed by the said Project Director as damage or loss suffered by the Purchaser/ITER-India on account of such breach would be final and binding on us.
8. WE \_\_\_\_\_ (Bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract/Purchase Order or to extend time of performance by the said Contractor/Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor/Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor/Supplier(s) or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor/Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.
9. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor/Supplier(s).
10. OUR GUARANTEE shall remain in force until \_\_\_\_\_ (complete delivery of ordered items) and unless a claim under the guarantee is lodged on or before ..... (specify applicable claim period, minimum 2 months required), all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the \_\_\_\_\_ have executed this.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

Witnesses:

(1) Name: \_\_\_\_\_ Signature \_\_\_\_\_

(2) Name: \_\_\_\_\_ Signature \_\_\_\_\_



**Annexure-2: Letter for Acceptance of Tender**

*(This form should be printed on bidder's letter head duly signed, stamped and uploaded with GeM bid)*

**From:**

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

**Date:**

**To:**

Sr. Officer (Purchase & Stores)  
ITER-India, Institute for Plasma Research,  
Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,  
Ahmedabad 380005,  
Gujarat, INDIA Tel: + 91-79-2326 9656  
Email: [buyer1.doai.adi@gembuyer.in](mailto:buyer1.doai.adi@gembuyer.in)

Subject : Acceptance of the Tender

Ref. : GeM Bid for supply of fabricated PEEK material

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘GeM bid’ from GeM portal / the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s)
2. I / We hereby certify that I / we have read the entire tender documents i.e. Technical Specifications, scope of work, scope of supply, drawings and other details and GeM bid specific Terms & Conditions of the contract, which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation (if any) too have also been taken into consideration, while submitting this acceptance letter.
4. In this regard, we would like to confirm the following **(Please ✓ against applicable point)**.  
☐ I/ We hereby **unconditionally accept** all the Technical Specifications, scope of work, scope of supply, drawings and other details as per Technical Specifications and the GeM bid specific Terms & Conditions of the Contract and Bid Specific ATC.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Signature

Bidder's stamp

Name:

Position:

Annexure-3: Self-declaration by Bidder of a country sharing/not sharing land border with India

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. .... dated .....

2) GeM bid for supply of fabricated PEEK material

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

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

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority and solemnly certify that we are not from such a country or, if from such country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”*

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any further changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

Signature

Bidder's stamp

Name:

Position:

Address:

Tel:

Fax: