

Title	Tender No. I-I/ET-TPT/WORKS/22002/22-23 dated 20-07-2022 for “Manufacturing, Inspection, Testing and Supply of Prototype Electron Beam (EB) Welded transitions for Plasma Grid from the Free Issue Material (FIM) provided by Purchaser”
Sub Title	PART-A (III): Terms and Conditions of the Contract/Work Order

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



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Amendment Record

Date dd/mm/yyyy	Description of Changes	Version No.	Changes made by

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Abbreviations

A

ABG · Advance Bank Guarantee

B

BG · Bank Guarantee

H

HDFC · Housing Development Finance Corporation

HP · Hold Point

I

ICICI · Industrial Credit and Investment Corporation of India

IDBI · Industrial Development Bank of India

L

LD · Liquidated Damages

N

NP · Notification Point

P

PBG · Performance Bank Guarantee

PLR · Prime Lending Rate

PM · Project Manager

S

SBI · State Bank of India

T

TDS - Tax Deducted at Source

TRO · Technical Responsible Officer



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

Following are the Terms and Conditions of the Contract (TCC) applicable to this tender enquiry. The Contract / Work Order resulting from this tender enquiry shall be governed by the terms and conditions given in this TCC. Bidders submitting the bid against this tender enquiry shall be deemed to have read and understood the same in total.

1.1 Definitions and Interpretations

1.1.1 Definitions

- (a) **"BID" or "TENDER" or "QUOTATION"** shall mean the tender, offer and quotation in response to this Tender Enquiry.
- (b) **"BIDDER" or "TENDERER" or "VENDOR"** shall mean the entity who seeks to supply the specified goods / Items and perform the scope of work by submitting Tender/Bid/Quotation
- (c) **"COMPLETION"** shall mean that all activities specified under the scope of supply and scope of work have been successfully completed to the complete satisfaction of the Purchaser in all aspects & approved and accepted by the Purchaser.
- (d) **"CONTRACT / PURCHASE ORDER"** shall mean the communication or document signed for and on behalf of the Purchaser by an Officer duly authorized confirming the acceptance, for and on behalf of the Purchaser, on the terms and conditions mentioned or referred to in the said communication or document, including all attachments and appendices thereto, while accepting the Bid or Offer of the Contractor / Supplier for supply of items and any subsequent amendments there to made on the basis of mutual agreement.
- (e) **"CONTRACTOR / SUPPLIER"** shall mean the firm or company with whom or with which the Contract for **"Manufacturing, Inspection, Testing and Supply of Prototype Electron Beam (EB) Welded transitions for Plasma Grid from the Free Issue Material (FIM) provided by Purchaser"** is placed and shall be deemed to include the Contractor/Supplier's legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Contract.
- (f) **"CONTRACTOR RELEASE NOTE (CRN)/DISPATCH CLEARANCE NOTE (DCN)"** shall mean the document approved by Purchaser's commercial coordinator authorizing the Contractor/Supplier to dispatch/ release the Items to Purchaser's site.
- (g) **"DAY" or "DAYS"** shall mean a Gregorian calendar day or days of twenty-four (24) hours each.
- (h) **"DELIVERABLES"** shall mean all the Items, Products, Components, Services, Documentation that are part of the scope of work and scope of supply as defined in this Tender enquiry Part-A(II).
- (i) **"EFFECTIVE DATE OF CONTRACT/ORDER" or "COMMENCEMENT DATE OF CONTRACT/ORDER"** shall mean the date of Contract / Purchase Order on which the Contract/Order shall come into force.
- (j) **"FACTORY ACCEPTANCE"** shall mean acceptance of items at factory of the Contractor as described in Part-A (II)
- (k) **"FINAL ACCEPTANCE"** shall mean acceptance of items at on-site as per "Site Acceptance" Part-A (II)



- (l) **"ITEM(S)" or "GOODS" or "MATERIALS" or "PRODUCTS" or "SYSTEMS" or "EQUIPMENT" or "SUPPLIES" or "COMPONENTS"** shall mean and include entire scope of supply and work which Contractor/Supplier has agreed to supply and provide under the Contract / Work Order deliverables as specified in the Contract / Work Order (as per Part-A(II) of this tender enquiry).
- (m) **"ITER-INDIA"** is a project of Institute for Plasma Research, Bhat, Gandhinagar and it is Indian Domestic Agency for the execution of ITER Project.
- (n) **"MILESTONE"** shall mean a scheduled or planned event or activity that indicates the completion of a major deliverable event or activity of the Contract that is measurable and observable.
- (o) **"MONTH"** shall mean a month according to Gregorian calendar.
- (p) **"ON-SITE"** shall mean the place(s) where the deliverables shall be delivered by the Contractor / Supplier i.e.
DNB Lab
ITER-India Lab building
Institute for Plasma Research Campus
Bhat, Gandhinagar-382428
Gujarat, India
- (q) **"PARTY"** shall mean either the PURCHASER or the CONTRACTOR/SUPPLIER
- (r) **"PARTIES"** to the Contract are the Contractor/Supplier and the Purchaser named in the Contract.
- (s) **"PRICE"** shall mean the basic prices quoted by the bidder in his bid proposal for the entire scope of supply and scope of work as per the specifications as defined in Part-A(II) of this tender enquiry.
- (t) **"PROJECT DIRECTOR"** shall mean Project Director of ITER-India, who is appointed by a competent authority.
- (u) **"PROJECT MANAGER" or "PM"** shall mean the person authorized to act as Project Manager (PM) by a competent authority of ITER-India.
- (v) **"PURCHASER"** shall mean ITER-India (IPR), acting through the Project Director or his authorized representative.
- (w) **"PURCHASE OFFICER" or "COMMERCIAL COORDINATOR"** shall mean the person authorized to act as Purchase Officer and he/she is Purchaser's representative for all commercial matters of the Contract.
- (x) **"QUALITY SURVEILLANCE ENGINEER/INSPECTOR"** shall mean any person appointed by or on behalf of the Purchaser to inspect or carry out quality surveillance on Items/supplies, equipment or work under the Contract or any person deputed by Purchaser for the said purpose.
- (y) **"SUB-CONTRACTOR"** shall mean any person or firm or company on whom execution of any part of the supplies, including supply of any components, carrying out any manufacturing process/inspection/conformity assessment is subcontracted by the Contractor/Supplier and includes its legal successor or permitted assignees, and unless otherwise stated, all the sub-

contractors and suppliers to such person and the term sub-contract shall be construed accordingly.

- (z) **"TECHNICAL RESPONSIBLE OFFICER (TRO)"** shall mean the person nominated by the Purchaser to carry out all technical functions concerning the Contract including inter-alia review of technical documents, post Contract technical follow up and such other technical functions with the approval of Project Manager.
- (aa) **"THIRD PARTY"** shall mean the Party authorized to carry out the assigned inspection/testing on behalf of the Purchaser.
- (bb) **"TOTAL ORDER VALUE" or "TOTAL CONTRACT PRICE"** shall mean the basic price as mentioned in the Contract/Work Order i.e. it is the Contract/Order price excluding taxes, duties and levies (if any)
- (cc) **"UNIT RATE"** shall mean the basic rate quoted by the bidder on per unit basis, which will be used for addition or deletion purposes.
- (dd) **"WARRANTY PERIOD"** shall mean the period during which the Contractor/Supplier shall remain liable without any extra cost to the Purchaser for repair, replace or rectify any defective item(s) or performance of the ITEMS supplied under the Contract/Work Order.

1.1.2 Interpretations

- (a) In the Contract, except where the context requires otherwise:
- i. Words indicating one gender include all genders;
 - ii. Words indicating the singular also include the plural and words indicating the plural also include the singular;
 - iii. Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
 - iv. The word "tender" is synonymous with "bid", "tenderer" with "bidder" and "tender documents" with "bidding documents";
 - v. "Written" or "in writing" means hand-written, type-written, printed or electronically made, electronic mail resulting in a permanent record.
- (b) The marginal words and headings shall not be taken into consideration in the interpretation of these Terms & Conditions of Contract.
- (c) **PERSONS:** Words incorporating persons or parties shall include firms, companies, corporations, government entities and other bodies whether incorporated or not but having legal entity.
- (d) **ENTIRE AGREEMENT:** The Contract constitutes the entire agreement between the Purchaser and Contractor/Supplier with respect to the subject matter of Contract and includes all written communications, negotiations and agreements of parties with respect thereto made prior to the date of Contract that are included as reference in the Contract.
- (e) **SEVERABILITY:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and terms & conditions of the Contract.



1.2 General provisions of the Contract

1.2.1 Language

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

1.2.2 Governing Law

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

1.2.3 Jurisdiction

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

1.2.4 Exercising the Rights and Powers of the Purchaser

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

1.2.5 Publicity

- 1.2.5.1 No publicity of any kind whatsoever regarding the Contract/Work Order shall be given by the Contractor/Supplier without prior written permission of the Purchaser.

1.2.6 Confidentiality and Secrecy

- 1.2.6.1 All information, including but not limited to, specifications, drawings and designs that are imparted to the Contractor/Supplier, shall at all times, remain the absolute property of the Purchaser. The Contractor/Supplier shall not use them for purposes other than for which they are provided for, and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.
- 1.2.6.2 All information, drawings, documents, specifications, datasheets and other related documents forming part of the enquiry, tender or Contract/Work Order are property of the Purchaser and shall not be used for any other purpose, except for execution of the Contract/Work Order. All rights, including rights in the event of grant of a patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/ or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever, without the Purchaser's prior consent in writing, except to the extent required for the execution of this Contract/Purchase Order. This technical information, drawings, specifications and other related documents shall be returned to the Purchaser with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.
- 1.2.6.3 The Contractor/Supplier shall use his best endeavors to ensure that such information are not divulged to third parties except where needed for the performance of the Contract/Work Order by the Contractor/Supplier with the prior consent of the Purchaser. In such cases, the Contractor/Supplier shall ensure and obtain similar obligation of confidence, from other parties in question.

- 1.2.6.4 The Contractor/Supplier shall at his own cost procure from his own employees, agents, suppliers or sub-contractors (and agents, suppliers and sub-contractors of such agents, suppliers and sub-contractors) all such acts, deeds and things to cause such employees, agents, suppliers and sub-contractors to whom the confidential information is given, to be bound by similar confidentiality obligations as the Contractor/Supplier is bound under this Agreement.
- 1.2.6.5 In the event of any breach of this provision, the Contractor/Supplier shall indemnify the Purchaser from any liabilities, loss, damage or any other claims whatsoever from any parties claiming from or through him in respect of such breach.
- 1.2.6.6 A Non-disclosure Agreement (NDA) as per the format given in **Annexure-3** shall be submitted by the Contractor/Supplier.

1.3 The Purchaser

1.3.1 Permits, Licenses or Approvals

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

1.3.2 Purchaser's representatives

- 1.3.2.1 The **Project Director**, as mentioned in the Contract/Work Order, shall act as an authority who can take all decisions related to this Contract/Work Order.
- 1.3.2.2 The **Project Manager**, as mentioned in the Contract/Work Order, shall act as a **Contract Manager** for the Purchaser and execute all such duties assigned to him by the project director for smooth execution of the Contract/Work Order.
- 1.3.2.3 The **Technical Representative Officer**, as mentioned in the Contract/Work Order, will be Purchaser's representative to carry out all technical functions concerning the Contract/Work Order including inter-alia review of technical documents, post Contract/Work Order technical follow up and such other technical functions with the approval of project manager.
- 1.3.2.4 The **Purchase Officer** as mentioned in the Contract/Work Order is the Purchaser's representative for all commercial matters of the Contract/Work Order and act as a **Commercial Coordinator**.

1.4 The Contractor/Supplier

1.4.1 Permits, Licenses or Approvals

- 1.4.1.1 The Contractor/Supplier shall, at his own cost, acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings that are necessary for the performance of the Contract/Work Order. The Contractor/Supplier shall also acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser as per clause **1.3.1** (Permits, licenses or approvals) hereof and that are necessary for the performance of the Contract/Work Order.

- 1.4.1.2 The Contractor shall have carefully examined all tender/Contract documents and obtained clarifications from the Purchaser wherever needed, the quantities and nature of work and material necessary for the completion of the Contract including all necessary information for risks, contingencies and others. The Contract price and the quoted Unit Rates shall, except as otherwise provided, cover all his obligations under the Contract/Order and all matters and things necessary for the proper completion of the supplies & work. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility and accountability for properly estimating the difficulty or cost of successfully supplying the items. No claim on his part which may arise on account of non-examination or misunderstanding of the particulars and/or matter related to tender will, in any circumstances, be considered payable by the Purchaser.

1.4.2 Compliance with law

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

1.4.3 Contractor/Supplier's representative

- 1.4.3.1 The Contractor/Supplier shall appoint the Contractor/Supplier's key representatives, who are responsible for execution of managerial, technical and commercial aspects of the Contract/Work Order. .
- 1.4.3.2 The Contractor/Supplier's representatives shall represent and act for the Contractor/Supplier at all times during the tenure of the Contract/Work Order. All notices, instructions, information and all other communications to be given by the Purchaser to the Contractor/Supplier under the Contract/Work Order shall be given to the Contractor/Supplier's representative(s), except as herein otherwise provided.
- 1.4.3.3 The Contractor/Supplier shall promptly inform the Purchaser if there is any change in the Contractor/Supplier's representative personnel or their designated roles towards this Contract/Work Order. In the absence of timely information regarding change of personnel or their designated roles from the Contractor/Supplier, the resulting damages/liabilities if any, shall not be attributable to the Purchaser.
- 1.4.3.4 During the Contract/Work Order period, to carry out some activities listed in scope of work, the Contractor/Supplier needs to deploy his manpower at the Purchaser's office/site at the Contractor/Supplier's risk and cost. For this, the Purchaser will not provide any facility except office space, electricity, water and will not provide any local hospitality like lodging, transportation, food, etc.

1.4.4 General obligations

- 1.4.4.1 The Contractor/Supplier shall design, prepare manufacturing drawing (to the extent specified in the scope), procure / manufacture (including associated purchases and/or sub-contracting, if any), and supply the Items with due care and diligence in accordance with the Contract/Work Order and with the Purchaser's instructions, and

shall remedy any defects in the supplies occurring in warranty period.

1.4.4.2 The Items supplied by the Contractor/Supplier shall be with the best quality and workmanship and shall comply in all respects with particulars of the scope & technical specifications as per the Contract/Work Order.

1.4.4.3 Each party shall bear their own expenses for visit of their personnel to other party's end concerning execution of the Contract/Work Order.

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

1.4.5.1 The Contractor/Supplier shall not sub-contract, sublet, transfer or assign the Contract/Work Order or any part thereof, without the prior written consent of the Purchaser (All major sub-contractors are required to be appraised and approved by the Purchaser, before placement of orders by the Contractor/Supplier). However, such consent shall not be unreasonably withheld by the Purchaser, if such items/equipment are not normally manufactured by the Contractor/Supplier. Such assignment or subletting shall not relieve the Contractor/Supplier from any Contractual obligation or responsibility under the Contract/Work Order.

1.4.5.2 The Contractor/Supplier shall be responsible and accountable for coordination of all activities with his sub-contractors

1.4.5.3 In case the Contractor/Supplier sublets, transfers or assigns any part of the Contract/Work Order with the prior written consent of the Purchaser, all payments to the Sub-Contractor shall be the responsibility of the Contractor/Supplier and any requests from such Sub-Contractor shall not be entertained by the Purchaser.

1.4.5.4 All payment to the sub-contractors shall be made by the Contractor/Supplier only.

1.4.6 Alteration of specifications and drawings

1.4.6.1 The Purchaser reserves the right to alter specifications and drawings, whenever necessary. As from that date, the supplies shall be in accordance with the specifications and drawings so altered which the Contractor/Supplier is bound to comply with.

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

1.4.7 Codes and Standards

Wherever references are made in the Contract/Work Order to codes and standards in accordance with which the Contract/Work Order shall be executed, the edition or the revised version of such codes and standards current at the date, one (01) day prior to date of Price bid opening shall apply unless otherwise specified. During the Contract/Work Order execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with clause **1.18** (Changes).



1.5 Contract/Work Order Work Scope and Completion Time

1.5.1 Scope of Work, Scope of Supply and Specifications:

- 1.5.1.1 Part-A(II) of this tender enquiry specifies the **scope of work, scope of supply, testing and technical specifications** of deliverables to be covered under this Contract/Work Order.
- 1.5.1.2 Any tooling, fixtures, blocks or accessories which may not be specifically mentioned in the Specifications but which are necessary for proper and efficient functioning of the items/systems as per the specifications of the tender enquiry shall be included in the price(s) as quoted by the Contractor/Supplier.

1.5.2 Delivery Dates and Completion Time

- 1.5.2.1 Contractor/supplier shall make complete delivery of all the ordered items on free door delivery basis (including packing, forwarding, freight & transit insurance) at DNB Lab, ITER-India building, IPR within **8 months** from date of Contract/ Work Order. The final/site acceptance of ordered items at ITER-India lab shall be completed within **01 month** from the date of receipt of all items at Purchaser's site.
- 1.5.2.2 **The date of delivery and time for completion stipulated in the Contract/Work Order shall be deemed to be the essence of the Contract/Work Order.** Delivery completion must be accomplished within the dates/durations specified in Delivery Schedule.
- 1.5.2.3 The date of the "final acceptance note" issued by the Purchaser after successful completion of Site acceptance tests at ITER-India Lab shall be considered as completion date.

1.6 Free Issue Material (FIM):

- 1.6.1 ITER-India will issue following materials as Free Issue Material (FIM) to the Contractor/Supplier for this Contract/Work Order.

FIM Details: - Table - 1

Sr. No.	Material/ Items	Approximate Cost (INR)
1	Four OF Cu plates of sizes 110X110X13 mm and Two OF Cu plates of sizes 150X150X13 mm	85000
2	One solid rod of Inconel 625 of diameter 9mm and length 1m	15000
Total approximate cost in INR		100000

The above material shall be utilized for weld qualifications, PPS and final assembly as per drawings and technical specifications. The quantity and size mentioned above are sufficient enough, as per assessment by ITER-India, to carry out all above work. However, if bidder would like to have additional material/ modification in size the same shall be brought to the notice of ITER-India along with bid.

- 1.6.2 Contractor/Supplier shall collect the FIM on his own cost and risk from Purchaser against submission of Insurance Policy towards adequate security for the materials provided by the Purchaser as Free Issue Material (FIM) for the due execution of the Contract/Work Order. Contractor/Supplier shall also provide Indemnity Bond for FIM as per format given in **Annexure-2 before collection of FIM.**



- 1.6.3 The Contractor shall take an Insurance cover for the value of the FIM + 10% covering all insurable risks, including risks not expressly mentioned in this Contract. The Contractor shall submit Insurance papers and Indemnity bond before taking the delivery of FIM. The Insurance cover shall be valid till the complete execution of the Order and shall cover the following.

INSURED : Name and address of the Contractor

BENEFICIARY : ITER-India, IPR acting through Project Director or any other Officials authorized by ITER-India.

RISKS COVERED : Any loss or damage to the Purchaser's material due to Fire, riot, burglary, strike, theft, civil commotion, Natural calamities, corrosive contact with other material(s) and any damages arising out of external sources such as damages due accidents, materials falling on Purchaser's materials and to protect against weather conditions and any risks as covered under ICCA.

- 1.6.4 The Contractor shall be fully responsible, liable and accountable for the safety of the FIM all through the period during which the FIM will remain in his possession. The Contractor shall take all necessary precautions against any loss, deterioration or destruction of the FIM from whatever cause arising whilst the said material remains in his possession and/or his custody or control. The Contractor shall also not mix-up the material in question with any of his goods and shall render true and proper accounts of the material actually used in manufacturing of the ordered items. The Contractor shall not use the FIM for other than Purchaser's job and utmost care should be taken to minimize the wastage or loss. Contractor will be held responsible, accountable and liable for spoilage and damage during the process. The decision as to whether the Contractor has occasioned any loss, deterioration or destruction of the FIM whilst in his possession, custody or control from whatever cause arising, as also the decision regarding quantum of the damages suffered by the Purchaser shall be final and binding upon the Contractor.
- 1.6.5 The scarp generated from the FIM as well as FIM left over after successful execution of work as per the order shall remain with Contractor/Service Provider only.
- 1.6.6 Where the Contract is terminated due to any default on the part of the Contractor, the Contractor shall deliver FIM balance (as certified by the Purchaser) under his custody at such destination as may be determined by the Purchaser. The decision of the Purchaser in that behalf shall be final and binding on the Contractor.
- 1.6.7 The Purchaser at all times has the right to enter the Contractor's premises where the free issue materials are stored or where the free issue materials are being used for manufacturing.

1.7 Bank Guarantees

1.7.1 Security Deposit (SD)

- 1.7.1.1 Within a month from the date of signing of Contract/Order, the Contractor/Supplier shall submit an irrevocable Bank Guarantee (BG) equal to 3% (three percent) of total basic

Contract/Order value on a non-judicial stamp paper of appropriate value, as “Security Deposit” towards satisfactory execution and performance of the Contract/Purchase Order.

- 1.7.1.2 For the BG towards the security deposit shall be from State Bank of India (SBI) /from any other Nationalized Bank /from one of the banks namely AXIS, HDFC, ICICI, and IDBI. The format of the Security Deposit is given in **Annexure-1**. BG issuing bank is required to send confirmation through SFMS (Structured Financial Messaging System) on our SBI bank having IFSC Code: SBIN0001045 Account No: 30360272380 and provide intimation of the same on following E-mail ID: accounts@iterindia.in.
- 1.7.1.3 The Bank Guarantee shall remain valid until final acceptance of Items under this Contract/Order plus applicable claim period (minimum two months). If need arises, the Contractor/Supplier shall extend the validity of the Bank Guarantee for suitable period at his expenses.
- 1.7.1.4 If the Contractor/Supplier fails to provide the Security Deposit, within the period as specified in clause no. [1.7.1.1](#) such failure shall constitute a breach of Contract/Purchase Order and the action as deemed fit may be initiated by the Purchaser.
- 1.7.1.5 In the event, the Contractor/Supplier fails to fulfil any of the obligations under the Contract/Order; the Purchaser shall have the right to encash the Security Deposit.
- 1.7.1.6 Where the Contractor/Supplier fails to maintain the Contractual delivery date/completion time, the Contractor/Supplier shall extend the validity of Bank Guarantee(s) suitably to cover the extended/expected delivery date or completion time, failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the Contract/Work Order.
- 1.7.1.7 Upon satisfactory execution of the Contract/Work Order, the original Bank Guarantee (s) shall be returned to the Contractor/Supplier on receipt of a request for return of the SDBG from the Contractor/Supplier.
- 1.7.1.8 No interest shall be payable on security deposit amount till it is retained by Purchaser in terms of Contract/Purchase Order.

1.7.2 Bank charges

- 1.7.2.1 All bank charges, if applicable, shall be borne by Contractor/Supplier only.

1.8 Contract/Purchase Order Price, Payment and Recoveries

1.8.1 Terms of Prices

- 1.8.1.1 The price(s) for this Contract/Work Order shall be **firm with no price variation** during the validity and extended validity of the Contract/Purchase Order.
- 1.8.1.2 Price/s is/are required to be quoted according to the units indicated in the Price Bid (Part-B).
- 1.8.1.3 Cost for travel, accommodation, lodging and other expenses which will be necessary for execution of the Contract/Work Order i.e. visit for testing / meeting at other party’s site or any other place/lab will be borne by respective parties.

1.8.2 Basis of Delivery

- 1.8.2.1 The price quoted should be inclusive of packing & forwarding, on Free Door Delivery basis including insurance, loading, unloading and shifting of material at specified location.

Refer to clause no. [1.10.3.2](#) for details of “delivery address”.

1.8.3 Taxes and Duties

1.8.3.1 The price quoted should be exclusive of all applicable taxes, levies, duties which are to be mentioned separately in the un-Price Bid format (**Annexure-A3** of Part-A(I)) at the prevailing rates.

1.8.3.2 GST will be extra as applicable at the prevailing rates.

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

1.8.3.2.2 Supplier shall be liable to undertake assessment of likely GST impact on the price of the supplies being made to the Purchaser in light of the anti-profiteering provisions being proposed. After completion of such assessment, Supplier shall forthwith inform the Purchaser of the extent of reduction in cost so that the prices may be renegotiated accordingly and amendments can be made in the contracts. In case any deviation is found at subsequent stage, wherein GST impact has not been given effect to the cost for any reasons whatsoever, then any consequences arising thereof shall be borne by the supplier. The Supplier hereto agrees that all liabilities arising out of any default from complying with the aforesaid directions and consequences thereof will be of the Supplier and Purchaser is authorised to recover the same along with interest from the Supplier and/or the same can be deducted from the amount payable to the Supplier.

1.8.3.2.3 Supplier shall be liable to evaluate compliance requirements under GST and ensure proper mechanism for undertaking the same is put in place so that there is no loss of any kind to the Purchaser due to non-compliance on supplier. The Supplier agrees that in case of any loss arising out of acts of the Supplier or any non-compliance on the part of the Supplier, Purchase is authorized to recover the same along with interest from the Supplier and/or the same can be deducted from the amount payable to the supplier.

1.8.3.2.4 Supplier shall be liable to update GSTN and HSN Code as and whenever applicable to the item(s) supplied on Invoice and any mis-match/rejection due to GSTN/ HSN Code will be on supplier’s account and any loss of credit arising due to any non-compliance by the Supplier will be recovered from Supplier along with interest and / or the same can be deducted from the amount payable to the Supplier.

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

1.8.3.3.1 Income tax (TDS applicable for Service provider/Supplier) at a prevailing rate will be deducted from the supplier’s invoice(s). Certificate of TDS will be issued by the Purchaser.

1.8.3.3.2 TDS (applicable for Service provider/Supplier) at the prevailing rate as per GST Act will be deducted from the supplier’s invoice(s). A TDS certificate (Form GSTR-7A) will be issued to this effect.

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

1.8.4 Mode of Payment and Payment Schedule:

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

1.8.4.1 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.

1.8.4.1.1 Release of payment shall be subject to:

- i. Signing of Contract/order by both the Parties
- ii. Submission of error-free Security Deposit as specified (refer: [1.7.1](#))

1.8.4.2 Payment Schedule

1.8.4.2.1 The payment 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 WO value (basic amount) for payment	Documents required from the Supplier for release of payment
01	Payment against despatch of all the ordered items to On-Site address	80% [plus 100% applicable taxes and any other applicable charges]	<p>A. A copy of Dispatch Clearance Note issued by Purchaser</p> <p>B. Delivery Challan</p> <p>C. Tax Invoice describing the services rendered, rate and total value in triplicate</p> <p>D. Lorry Receipt</p> <p>E. Packing list showing individual weight and dimensions of packages along with other necessary details.</p>
02	Payment against successful completion of Final acceptance i.e. site acceptance test(s) of all the deliverables specified in the Contract/Order.	20%	<p>A. A copy of Final Acceptance Note issued by the Purchaser</p> <p>B. Duly Signed Warranty Certificate</p> <p>C. Duly signed Pro-forma Invoice in triplicate</p>
Total		100%	

1.9 Inspections and Dispatch Clearance

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

1.9.1 Manufacturing & Inspection Plan

1.9.1.1 Refer Part-A(II) for more details.



1.9.2 Dispatch Clearance Note

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

1.10 Packing, Labelling, Insurance and Delivery Instructions

1.10.1 Packing Instructions

- 1.10.1.1 All the components are required to be cleaned properly and shall be packed in new, clean, sealed polythene bags followed by wrapping with bubble sheet before transportation. The wrapped assembly shall be sent in a box with suitable provisions to avoid loading on the welded stubs and tubing. The Contractor/Supplier shall be held responsible for all damages due to improper or poor packing.
- 1.10.1.2 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.
- 1.10.1.3 Any damage to the components during transportation, unloading 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 components. It is the liability of the supplier to deliver the components in safe and perfect condition to ITER-India. In case of damage to the components during transportation or unloading, the Supplier shall perform an urgent and effective repair or shall guarantee the replacement of the faulty component without any cost to the Purchaser, managing the repair or replacement by means of a proper non-conformity management procedure.
- 1.10.1.4 The Contractor/Supplier shall submit a detailed transportation scheme including packing details to the Purchaser in advance for the approval.
- 1.10.1.5 The Contractor shall also ensure that one copy of packing list is enclosed in each box/crate in order to facilitate prompt clearance of deliverables upon arrival.

1.10.2 Marking & Labelling

- 1.10.2.1 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:
- Delivery address (as communicated)
 - Contract/Work Order Number and date
 - Net and gross weights
 - Sign showing 'SIDE UP'
 - Any handling and unpacking instructions, if considered necessary.
 - In case of spare parts, each spare part shall be clearly marked and labeled on the outside of its packing with its description and catalogue/part number.

1.10.3 Ultimate Consignee & Delivery Address:

- 1.10.3.1 The ultimate consignee of the Purchaser is:



Title: "Manufacturing, Inspection, Testing and Supply of
Prototype Electron Beam (EB) Welded transitions for Plasma
Grid from the Free Issue Material (FIM) provided by
Purchaser"

Tender No.

I-I/ET-TPT/WORKS/22002/22-23

The Sr. Officer (Purchase & Stores), ITER-India, Ahmedabad
Phone: +91-79-23 26 96 56 / +91-79-23 26 95 30
E-mail: purchase@iterindia.in

1.10.3.2 Delivery Address:

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

1.10.3.3 Bill To:

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

1.10.4 Delivery Documents

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

- a. Original Tax Invoice in triplicate
- b. Delivery Challan in triplicate
- c. Packing List
- d. Lorry Receipt (LR)
- e. Despatch clearance note issued by the Purchaser

1.11 Transfer of Ownership and Title

Transfer of ownership of the Items shall occur upon successful completion of Final Site Acceptance test.

1.12 Risk of Loss/damages

The Contractor/Supplier shall be responsible and liable for risk of any loss or damages to deliverable items during transportation, till the Final Acceptance of complete system/deliverables at the Purchaser's site (refer clause No. [1.10.3.2](#)).

1.13 Force Majeure

- 1.13.1 Force Majeure is herein defined as any cause which is beyond the control of the Contractor/Supplier or the Purchaser, as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract/Work Order, such as: Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.
- 1.13.2 Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.

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

1.13.4 Provided that Parties shall not be liable for delays in performing its obligations resulting from any Force Majeure causes as referred to/or defined above. The date of completion will subject to hereinafter provided, be extended by reasonable time even though such cause may occur after Contractor/Supplier's performance of his obligations has been delayed for other cause. However, the Contractor/Supplier is not entitled to increase in statutory levies that has come into force during the extended delivery period.

1.14 Inspection and Acceptance Testing:

1.14.1 Inspection, Factory Acceptance Test and Final/Site Acceptance Test

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

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

1.15.1 Rejection against Damages during Transit:

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

1.15.2 Rejection before final acceptance:

1.15.2.1 In the event that any of the items/components supplied by the Contractor/Supplier are found defective in material or workmanship or not in conformity with the requirements of the Contract/Work Order specifications, before the final acceptance, the Purchaser shall reject the same and request the Contractor/Supplier in writing to repair or to replace the defective items free of cost to the Purchaser within a mutually agreed time period.

1.15.3 Contractor's Liabilities in case of failure during production

1.15.3.1 In case of Contractor's failure during Production Proof Sample (PPS) as well as during bulk production and based on failure analysis by ITER-India, mutual agreement shall be done for further action. Contractor / Supplier shall not be entitled for payment of extra cost for test set-up/process performed/to be reperformed due to such failures, however, required FIM will be provided by Purchaser for reproduction of sample / bulk (as applicable).

1.15.4 Third Party liability

Contractor shall take Insurance covering bodily injury or death suffered by Third parties (including Purchaser's personnel) and loss or damage to the property occurring in connection with the Contract/Work order.

1.15.5 Limitation of liability

1.15.5.1 Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Contractor/Supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total Contract/Work Order price, provided that this limitation shall not apply

to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the purchaser with respect to Intellectual Propriety Rights infringement.

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

1.16 Indemnity

The Contractor/Supplier shall at all times indemnify and hold harmless the Purchaser and its employees and officers from and against all claims which may be made in respect of supplies covered by this Contract/Purchase Order against infringement of any right protected by patent registration, law of designs, trademarks, utility model, copyright and other intellectual property rights registered or otherwise existing.

Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Purchaser but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued by the Purchaser after submission of the price bid or revised price bid, if any.

1.17 Warranty, Defect Liability, Latent defect

1.17.1 Warranty

- 1.17.1.1 The Contractor/Supplier shall warrant that the items i.e. Prototype Electron Beam Welded Transitions for Plasma Grid supplied under this Contract/Work Order comply fully with the specifications laid down, for material (other than FIM, if any), workmanship and performance. The items shall be new, unused and free from any defects.
- 1.17.1.2 The Contractor/Supplier shall provide a warranty covering repair or replacement of the Items/components up to **01 (One) year** from the date of final acceptance at On-Site. Warranty of (OEM) bought out items / procured components (if any), if more than 1 year shall be intimated by the Contractor and will be applicable for all such items.
- 1.17.1.3 The Purchaser may accept the supplies, if it is complete in all respects or alternatively accept the same on such terms as may be considered appropriate. If the supplies, after the acceptance thereof is discovered to have defects, latent or otherwise, notwithstanding that such defects could have been discovered at the time of inspection, or any defects therein are found to have developed during the warranty/defect liability period, the Purchaser shall be entitled to give a notice to the Contractor/Supplier and within 60 days thereafter, setting forth details of such defects or failure and Contractor/Supplier shall forthwith make the defective supplies good or alter the same to make it comply with the requirements of the Contract/Work Order at his own cost.
- 1.17.1.4 A reasonable time limit for repair or replacement of defective item(s) under warranty shall be guaranteed by the Contractor/Supplier and agreed by the Purchaser. However, required FIM will be provided by Purchaser for reproduction of items/components.
- 1.17.1.5 The repair or replacement of items under warranty by the Contractor/Supplier shall be on Free Door Delivery basis at On-Site address as per clause no. [1.10.3.2](#).
- 1.17.1.6 If any supplied item is repaired/replaced during the warranty period, the Contractor/Supplier shall warrant all such items for a further period of at least 12 months

from the date of repair/replacement, or remaining original warranty period, whichever is longer.

1.18 CHANGES

- 1.18.1 The Purchaser shall have the right to propose and order the Contractor/Supplier from time to time during the execution of the Contract/Work Order to make any change, modification, addition or deletion to, in or from the supplies (hereinafter called "Change"), provided that such change falls within the general scope of the supplies and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the supplies and the technical compatibility of the change envisaged with the nature of the supplies as specified in the Contract/Work Order.
- 1.18.2 The Contractor/Supplier may from time to time during its execution of the Contract/Work Order propose to the Purchaser any change that the Contractor/Supplier considers necessary or desirable. The Purchaser may at its discretion approve or reject any change proposed by the Contractor/Supplier.
- 1.18.3 Notwithstanding Clause [1.18.1](#) and Clause [1.18.2](#), no change made necessary because of any default of the Contractor/Supplier in the performance of its obligations under the Contract/Work Order and/or for Contractor/Supplier's convenience, shall be deemed to be a change and such change shall not result in any adjustment of the Contract/Work Order price or the time for completion.
- 1.18.4 If any of the item/service in addition to the schedule of supply of materials/ordered services is required during execution of the Contract/Work Order due to change in specifications, drawings, designs etc., which in the opinion of the Purchaser, if not procured promptly may delay the completion of the supplies, the Contractor/Supplier shall procure the required material as per the specifications/performance the services to the extent required to keep the progress of work unhindered. The Contractor/Supplier shall be paid for such additional procurement/service in the following manner:
- 1.18.5 If the required item/cost for change(s) proposed by the Purchaser is available in the Contract/Work Order, the same unit rate/rate shall be used as cost for such change.
- 1.18.6 If the required item/cost for change(s) proposed by the Purchaser is not available in the Contract/Work Order, the Purchaser reserves the right to get the detailed break up with valid documentary evidence from the Contractor/Supplier. Contractor/Supplier shall provide the details asked by the Purchaser within the stipulated time. Purchaser and Contractor/Supplier shall mutually agree on such cost for change within 90 days from the date of such change proposed by the Purchaser.

1.19 Foreclosure of Contract/Purchase Order

- 1.19.1 If at any time after acceptance of the tender enquiry / 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 notice in writing to that effect to the Contractor/Supplier and the Contractor/Supplier 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/Work Order.

- 1.19.2 Upon receipt of the notice of foreclosure under sub-clause [1.19.1](#), the Contractor/Supplier shall either immediately or upon the date specified in the notice of foreclosure
- (a) Cease all further work, except for such work as may be specified in the notice of termination for the sole purpose of protecting that part of the items already supplied.
 - (b) Terminate all subcontracts, except those to be assigned to the Purchaser pursuant to sub-clause (d) (ii) below
 - (c) Stop all further purchasing and/ or subcontracting activities related to work foreclosed.
 - (d) In addition, the Contractor/Supplier, subject to the payment specified in sub-clause [1.19.3](#) shall
 - (i) supply to the Purchaser the parts of the items procured by the Contractor/Supplier up to the date of foreclosure
 - (ii) to extent legally possible, assign to the Purchaser all right, title and benefit of the Contractor/Supplier to the supplies and to the plant and equipment as of the date of foreclosure, and, as may be required by the Purchaser, in any subcontracts concluded between the Contractor/Supplier and its subcontractors.
 - (iii) Supply to the Purchaser all non-proprietary drawings, specifications and other documents prepared by the Contractor/Supplier or its subcontractors as at the date of foreclosure in connection with the supplies.

- 1.19.3 In the event of foreclosure of the Contract/Work Order under sub-clause [1.19.1](#), the Purchaser shall pay to the Contractor/Supplier the amount at Contract/Purchase Order rates, properly attributable to supplies completed and/or the parts of the items supplied by the Contractor/Supplier and accepted by the Purchaser as of the date of foreclosure. If such cost of items supplied and accepted is not readily available in the Contract/Work Order, same shall be mutually agreed between both the Parties.

1.20 Cancellation/Termination of Contract/Work Order

1.20.1 Termination of Contract/Work Order for default

- 1.20.1.1 The Purchaser may, without prejudice to any other remedy for breach of Contract/Work Order, by written notice of default sent to the Contractor/Supplier, terminate the Contract/Work Order in whole or in part in circumstance detailed hereunder:

- 1.20.1.1.1 If the Contractor/Supplier fails to supply/provide any or all of the deliverable items, within the time period(s) specified in the Contract/Work Order or any extension thereof granted by the Purchaser.

- 1.20.1.1.2 If the Contractor/Supplier fails to perform any other obligation(s) under the Contract/Work Order within the period specified in the Contract/Work Order or any extension thereof granted by the Purchaser

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

- 1.20.1.2.1 Forfeiture of Security deposit

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

1.20.1.3 To cancel the total Contract/Work Order or balance portion thereof, and if so desired, to purchase or authorize the purchase of the supplies, materials and equipment not so delivered or other deliverable of similar description, when such deliverable exactly complying with the particulars are not, in the opinion of the Purchaser, readily procurable, such opinion being final, at the risk and cost of the Contractor/Supplier.

1.20.1.4 In the event of action being taken under sub-clause [1.20.1](#) above, the Contractor/Supplier shall be liable for any loss which the Purchaser may sustain on that account. Contractor/Supplier shall not however be entitled to gain on such purchase made on account of his default. The manner and method of such alternate purchase shall be at the entire discretion of the Purchaser, whose decision shall be final. This right shall be without prejudice to the right of the Purchaser, to recover the damages for breach of Contract/Work Order by the Contractor/Supplier as provided in the Contract/Work Order.

1.20.1.5 If the Contract/Work Order is terminated as provided in clause [1.20.1](#), the Purchaser in addition to any other rights provided in the clause, may require the Contractor/Supplier to transfer title and deliver to the Purchaser any completed items that are found to be useful and acceptable to the Purchaser. The Purchaser shall pay to the Contractor/Supplier, the Contract/Work Order price of such completed items that are delivered to and accepted by the Purchaser.

1.20.2 Termination of Contract/Work Order for insolvency

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

1.20.3 Termination of Contract/Work Order for convenience

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

1.21 Precedence

In case of Conflict between the parties, the decision of Purchaser shall have precedence over this Tender enquiry.

1.22 Settlement of disputes and Arbitration

1.22.1 Settlement

1.22.1.1 Any disputes or difference arising out of or in connection with the Contract/Work Order shall be to the extent possible settled amicably between the parties involving management from either side within one hundred and twenty(120) days. If amicable settlement cannot be reached within one hundred and twenty (120) days, then all disputed issues shall be settled by Arbitration as per clause [1.22.2](#)

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

1.22.2 Arbitration

- a. All disputes or differences arising out of or in connection with the Contract/Work Order including the one connected with the validity of the Contract/Work Order 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/Supplier. 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/Supplier and whose decision shall be final and binding on both the parties. The sole Arbitrator shall have its seat in Ahmedabad or such other place in India as may be mutually agreed to between the parties. 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 Contract/Work Order.
- 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/Work Order during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

1.23 The Contract/Work Order

1.23.1 Signing of Contract/Work Order:

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

1.23.2 Amendments

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



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1.23.3 Coming into Force (Effect of Contract/Work Order)

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

2 Annexures

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

1. Annexure-1: Bank Guarantee (Security Deposit)
2. Annexure-2: Indemnity Bond for FIM
3. Annexure-3: Non-disclosure Agreement



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Annexure-1: Bank Guarantee (Security Deposit)

(On non-judicial stamp paper of appropriate value -for Indian Contractor)

BANK GUARANTEE NO. _____ DATE: _____

THIS DEED OF GURANTEE MADE AT _____ this _____ day of _____ 2022 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, AHMEDABAD and its successors and assigns) of the other part.

WHEREAS _____ (hereinafter called "the Contractor/Supplier") having its registered office at _____ have entered into a Contract/Work Order having Contract/Work Order value of INR _____ (in words: _____ Only) with the Purchaser being Contract/Work Order No. _____ dated _____ for _____ in accordance with the terms, specifications and conditions contained therein.

AND WHEREAS under the terms of the aforesaid Contract/Work Order, the Contractor/Supplier is to furnish to the Purchaser a Bank guarantee for an amount of INR _____ (in words: _____ Only) being 3% of the total value of the Contract/Work Order by way of security for fulfilment of the Contractual obligations on the part of the Contractor/Supplier there under.

AND WHEREAS the Contractor/Supplier has requested the Bank to guarantee the due payment of the aforesaid amount by the Contractor/Supplier to the Purchaser in case the Contractor/Supplier 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 recourse to the Contractor and without any demur, or protest or objection, any amount up to and not exceeding INR _____ (in words: _____ Only) to the Purchaser on behalf of the Contractor/Supplier.
2. This guarantee is valid and binding upon the Bank till final acceptance of the Items under this Contract/Work Order and shall not be terminable or affected by notice of any change in this constitution of the Bank or of the firm of Contractor/Supplier 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/Work Order.



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4. The liability of the Bank under this deed is restricted to the sum of INR _____ (in words: _____ Only) and same shall remain in force two months beyond Final Acceptance of the ordered Items. 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/Supplier on whose behalf this guarantee is issued.
5. Unless proceeding for enforcing this guarantee is commenced against the Bank within (specify applicable claim period, minimum 2 months required) 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/Work Order against the Contractor/Supplier shall in no way relieve the Bank of its liability under this deed.
7. OUR GUARANTEE shall remain in force until successful completion of Final acceptance of the Items under this Contract/Work Order and unless a claim under the guarantee is lodged on or before the above date, all rights of 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.

This the _____ day of _____ 20_____.

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

Witnesses:

(1) Name: _____ Signature _____

(2) Name: _____ Signature _____



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Annexure-2: Indemnity Bond for FIM

(On Non-judicial Stamp Paper of appropriate value)

WHEREAS the party of one part (party receiving Free Issue Material), hereinafter called the (.....) has entered into a Contract with the party of other part, i.e. the ITER-India (Institute for Plasma Research), Block – A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad - 380005, hereinafter called the "ITER-India"(I-I)/Purchaser, vide Contract/Work Order No. dated DD/MM/YYYY for carrying out (name of job as stated in the said Contract) at a total consideration of Rs. (Rupees..... (in words).

AND WHEREAS as per the terms of the said Contract the (.....) is to ensure safety and security of the (name of material), which is issued to the as Free Issue Material, hereinafter called FIM, valuing Rs. (Rupees (in words) for carrying out the job as per the Contract/Work Order. The (.....) shall furnish I-I/Purchaser a copy of insurance policy as a proof of it having insured along with this Indemnity Bond for an amount of Rs.(Rupees (in words). The Contractor shall indemnify the Purchaser and keep the Purchaser indemnified to the extent of full value of FIM for such time the entire Contract is executed and proper account for the FIM is rendered by the Contractor to the Purchaser.

NOW the (.....) hereby agrees unequivocally and unconditionally to pay, within 48 hours on demand, in writing from I-I/Purchaser or any officer authorized by it in this behalf and without demur, any amount upto and not exceeding Rs.....Rupees.....(in words) till the completion and handing over the job to the satisfaction of I-I/Purchaser as per the terms and conditions mentioned in the Contract.

NOTWITHSTANDING anything contained hereinabove,

- (i) The liability of the (.....) is restricted to Rs.....(Rupees [in words)
- (ii) This Indemnity Bond shall be valid upto DD/MM/YYYY (till the completion of the Contract).
- (iii) The liability of the (.....) to make payment shall arise and the (.....) shall be liable to indemnify the amount or any part thereof under this Indemnity Bond, only if I-I/Purchaser serves upon the (.....) a written claim or demand in terms of the Indemnity Bond on or before DD/MM/YYYY.



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IN WITNESS WHEREOF, we, the (.....) has executed this
Indemnity Bond on this _____ day _____ 2022.

Signature of the Contractor :
Name and Designation :
Seal

Address :

Witness:

- (i) Name and address :
Signature :
- (ii) Name and address :
Signature :

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Annexure-3: Non-Disclosure Agreement

CONTRACTOR agrees following points to maintain non-disclosure of proprietary and/or confidential information that are presented/referred in the ITER-India Contract/order for “**Manufacturing, Inspection, Testing and Supply of Prototype Electron Beam (EB) Welded transitions for Plasma Grid from the Free Issue Material (FIM) provided by Purchaser**” vide Contract No._____.

1. Any information from the referred documents will not be disclosed to any other third party or person for making any kind of references without the prior permissions from ITER-India.
2. In case information are to be revealed to a sub-contractor/ consortium partner, CONTRACTOR will sign similar ‘Mutual Non-Disclosure Agreement’ with the sub-contractor/ consortium partner and will submit a copy of the same to ITER-India for conforming the compliance of this ‘Mutual Non-Disclosure Agreement’.
3. Any information from the referred documents of this tender will not be used or published for any purposes other than necessary for the present Contract.

CONTRACTOR will take all necessary steps to protect the secrecy of the proprietary and/or confidential Information provided along with the Contract.

Date:

CONTRACTOR

(Name and signature of responsible officer with SEAL)