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ITER-India, Institute for Plasma Research

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ENQUIRY - FOREIGN

OFFICE COPY

ENQUIRY NO

: I-IEF22004

Date

: 26/09/2022

Due Date

: 11/10/2022 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 Indian Agents are submitting the quotation on behalf of their Principal they should furnish the following documents without which their quotation is liable for rejection. a. Copy of Latest and Valid Authorization Certificate issued by their Principal. b. Copy of Proforma Invoice submitted by their Principal indicating the commission payable to the Indian agent, nature of after sale service to be rendered by the Indian agent. c. Copy of the Agency agreement with the foreign principal and the precise relationship between them and their mutual interest in the business. d. Indian agent who desire to quote directly on behalf of their foreign principals shall be enlisted with the Central Purchase Organisation (eg. DGS&D) under the compulsory enlistment scheme of the Ministry of Finance. Proof of enlistment to be submitted in the bid.
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 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.
4. 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 including IGST, except customs duty, towards procurement of the imported materials should be borne by the Contractor. No custom duty exemption certificate will be provided in name of Indian agent.

Sr No.	Material Description	Quantity	Unit
1	Zirconium(IV) oxide-yttria stabilized (8 mol% yttria)	100	GRM
2	Aluminum Oxide (Alpha Phase) 20-30 nm grain sized powder	250	GRM

Note :

- (1) Submit your quotation through email (Email id: purchase@iterindia.in) on or before due date & time.
- (2) Any clarification on this enquiry may be sought from the Sr. Purchase Officer, ITER-India. (Email id: purchase@iterindia.in).
- (3) Quote with complete technical details. No EMD or tender fees to be submitted for this enquiry.
- (4) Quotation should invariably be submitted in the attached format (Quotation format) ONLY else ITER-India may not consider your offer.
- (5) Technical Specifications as per Annexure-A.
- (6) Payment shall be made through RTGS/NEFT (For Indian bidders) & through wire transfer (For Foreign bidders) within 30 days from the date of acceptance of ordered items by the purchaser at ITER-India site.

- (7) Bidder shall sign & stamp each & every page of Enquiry and Annexure-A which will be considered as an acceptance by the bidder. Bidder shall provide datasheet & fill Technical Specifications of offered product as per Annexure-A. Filled, signed with official seal Annexure to be submitted along with the offer.
- (8) 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.
- (9) Indian agent shall bid only on behalf of one Principal/OEM.
- (10) Purchaser reserves the right to order on either FCA or DAP basis as per INCOTERMS 2020.
- (11) Purchaser reserve the rights to split order among any two bidders based on technically qualified L1 Bidder for each item.
- (12) In respect of Indigenous bidders: The price/s quoted should be on Door Delivery and freight paid basis inclusive of cost of packing & insurance.
- (13) In respect of Foreign Bidders: The price/s quoted should be on FCA (any international airport in supplier's country) basis as per Incoterms 2020. The price/s quoted should be inclusive of all applicable taxes, levies, duties applicable outside India. The bidder shall also indicate the DAP (ITER-India) charges in terms of % of FCA Price. DAP charges shall be included in the quoted FCA price for evaluation purpose
- (14) 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.
- (15) Percentage (%) of the agency commission (if applicable) to be paid to bidder's Indian agent shall be mentioned in the bid. Agency commission shall be paid in equivalent INR (exchange rate as on due date) only on successful completion of Final acceptance of ordered items
- (16) For bid received in foreign currency, RBI reference rate as on date of bid opening shall be taken for arriving at equivalent price in Indian Rupees.
- (17) GEM Availability Report Id: GEM/GARPTS/19092022/KCK840BV7Q0F dated 19.09.2022.
- (18) Price evaluation shall be carried out on landed price. i.e. Basic price plus applicable taxes & duties, all expenses (including P&F, freight, Insurance etc, if any).
- (19) Bidder under the category of Micro & Small Enterprise (MSE) for the quoted item/services shall attach MSE certificate. Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.
- (20) Any bidder from a country that shares a land border with India(i), excluding countries as listed on the website of the Ministry of External Affairs(ii), to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered(iii) with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard as per Annexure-I.

i. (i) https://mea.gov.in/india-and-neighbours.htm	(ii) http://meadashboard.gov.in/indicators/92	(iii) https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15_Oct_2020.pdf
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- (21) Bidder from such Restricted Countries" means: - a) An entity incorporated, established, or registered in such a country; or b) A subsidiary of an entity incorporated, established, or registered in such a country; or c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium/joint venture where any member falls under any of the above.
- (22) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate as per Annexure-I.
- (23) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.

(24) Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

Encl:- as above



Rakhi Dharamdasani
Sr. Officer (Purchase & Stores)
ITER-India (IPR)

INSTRUCTION TO TENDERERS

1. The Proforma Invoice should contain the following information:
2. The earliest delivery period and country of goods / equipment and Country of shipment should be mentioned.
3. your banker's name and address should be mentioned. All bank charges outside India to be borne by the supplier.
4. The tenderer should submit quotation to the Purchase Officer in duplicate in sealed envelope superscribing the Tender No., date and due date of opening. Quotation should be submitted in the form of a Proforma Invoice and should complete in all respects with technical specifications. Note for Indian Agent: Bidder should submit quotation on behalf of only one foreign supplier.
5. Agency commission, if any, payable to the Indian Agent from the FOB/FCA value should be clearly indicated in terms of percentage of the same. Also the address of the accredited Indian Agents should be furnished so that the agency commission can be paid in Indian Rupees directly to them at the exchange rate (T.T. buying) prevailing on the date of purchase order.
6. The approximate net and gross weight and dimension of packages / cases may be indicated in your offer.
7. Recommended spares for satisfactory operation for a minimum period of 5 years (wherever applicable) may be mentioned.
8. Details of any technical service, if required for erection, assembly, commissioning and demonstration should be mentioned clearly.
9. The prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
10. The offer should be valid for a minimum period of 120 days from due date of opening of the tender. If asked for by the Purchaser, the tenderer shall extend the validity of his quotation.
11. Late tenders will not be considered. Quotations by cable/fax must be followed by detailed offers by mail/through courier so as to reach us before the due date.
12. The Purchaser reserves the right to accept the lowest or any tender in part or full without assigning any reasons. Purchaser also reserves the right to split the order at its sole discretion.
13. The details of Import License will be furnished in the Purchase Order.
14. Instruction / Operation manual containing all assembly details including wire diagrams should be sent wherever necessary in duplicate. All documents/correspondence should be in English Language only.
15. This enquiry is not a commitment and the Purchaser reserves the right to reject or cancel any or all offers.
16. Bidder should indicate clearly in his quotation whether he needs Export License for supply of the offered items. Furnish relevant document/format to be submitted by the purchaser, if Export License is involved.
17. Security Deposit (if applicable): The Supplier shall at the option of the purchaser, furnish an interest free Security Deposit for 10% of the purchase order value within 15 days from the date of Letter of Intent/Purchase order by way of Bank Guarantee for an equivalent amount.
18. Liquidated Damages (if applicable): The successful Vendor/Bidder should pay liquidated damages @ ½% (half percent) of the total order value for the delay of each week in the schedule of completion of supply/work envisaged in the Purchase Order subject to a maximum of 5% (five percent) of the total order value.
19. Advance payment, if any, will be made as per the Reserve Bank of India's stipulations and on receipt of Bank Guarantee from the Supplier from a Bank acceptable to Purchaser/Purchaser's Banker.

TERMS AND CONDITIONS

1. It is expressly agreed that the acceptance of the stores contracted for is subject to final approval in writing by the purchaser whose decision shall be final.
2. If all or any of the stores are not of the quality specified, they may be rejected and suppliers should either replace or refund the money at the discretion of the purchaser.
3. Part shipment is not allowed unless specifically agreed by the purchaser.
4. As far as possible, stores should be dispatched by Indian flag vessels/Air India or through any Agency nominated by the purchaser.
5. Adequate packing to prevent damage in transit should be provided keeping in view the nature of item and the mode of transport.
6. ITER-India being an Autonomous Institute of Government of India, preference will be given for payment by Sight Draft. However, you may indicate your payment terms.
7. The Supplier will be held responsible for any demurrage/Wharfage paid due to non-receipt of document in time. Non-negotiable copies of dispatch documents should be sent by Email (scancopy) /Air Mail/Courier immediately after shipment.
8. Insurance wherever necessary will have to be arranged by the supplier on Warehouse to warehouse basis.
9. Inspection /Test certificate should be provided for the goods after testing it thoroughly at your works, if any testing agency is considered necessary, it shall be arranged by the Supplier.
10. The stores contracted should be guaranteed for a minimum period of 12 months from the date of acceptance against defective materials, design, workmanship, operation or manufacture. For defects noticed during the guarantee period, replacement/rectification should be arranged free of cost within a reasonable period of such notification. However, permits for re-export from and re-import into the purchaser's country, if required shall be provided.
11. To fulfill the above guarantee condition, the Supplier shall at the option of the purchaser, furnish a Performance Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Purchase Order valid till 14 months (i.e. covering guarantee / warranty period) from the date of acceptance of items by the Purchaser. On the satisfactory performance and completion of the Purchase Order, in all respects, the bank guarantee will be returned to the Supplier without any interest.
12. Where erection or assembly or commissioning is a part of the Purchase Order, it should be done immediately on notification. The Supplier shall be responsible for any loss/damages sustained due to delay in fulfilling this responsibility.
13. Supplier is deemed to have warranted and indemnified the Purchaser against any Claim/dispute whatsoever on patent, trade mark etc.
14. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operations or effect of Purchase Order arising out of this tender or the breach thereof shall be settled by arbitration in accordance with the Arbitration Rules of India and the award made in pursuance thereof shall be binding on the parties.
15. For items having shelf life, those with maximum shelf life should be supplied, if order is placed.
16. These terms and conditions are subject to Ahmedabad, India jurisdiction only.
17. DO NOT SEND CONSIGNMENT/PARCEL THROUGH COURIER MODE.

FORMAT FOR SUBMISSION OF QUOTATION

Enquiry No. : I-IEF22004
 Name of Party : OFFICE COPY
 Quotation No. & Date :
 Due on : 11/10/2022 by 5:00 PM (IST)

Sr No.	Material Description	Qty	Unit	Rate	Total
1	Zirconium(IV) oxide-yttria stabilized (8 mol%yttria)	100	GRM		
2	Aluminum Oxide (Alpha Phase) 20-30 nm grainsized powder	250	GRM		
				Grand Total	

COMMERCIAL TERMS & CONDITIONS *

Sr.No	Description	Bidder's Compliance
1	Firm Price	
2	Delivery Period (To Specify)	
3	Payment (ITER-India payment terms will apply) (Refer Sr. No. 6 of Note)	Comply Yes/No (In case of No Please provide details)
4	Warranty (1 year from date of acceptance of items)	Comply Yes/No (In case of No Please provide details)
5	Validity period (90 days from due date of bid submission)	Comply Yes/No (In case of No Please provide details)
6	Split of Order (Refer Sr No. 11 of Note)	Comply Yes/No (In case of No Please provide details)
7	Agency Commission (if payable to Indian Agent)(To Specify)	
8	Indian Agents: Those who are submitting offer on behalf of their principal mustattach valid authorization letter issued by their Principal. invariably.	
9	INCOTERMS 2020 : FCA (nearest international airport of supplier's delivery location) - To specify name of airport and agreement for FCA Incoterms 2020	
10	DAP ITER-India, Gandhinagar, Gujarat charges (in % of FCA or lumpsum charges) (ToSpecify)	
11	Documentation Charges/Bank Charges	
12	Inland Freight/Handling Charges	
13	GST (Not to be included in quoted price) (For Indian bidders)	
14	GST No. (For Indian Bidder)	
15	HSN Code	
16	Udhyog Aadhar No. & Category (Micro/Small Enterprise, Also specify firm is ownedby SC/ST/Woman/General) (For Indian Bidder)	
17	Discount (If any)	
18	Remarks	

* Fill in the applicable details

Place:

Authorised Signatory:

Date:

Company Seal

Annexure-A: Technical specifications

Chemical-1

1. Product name: Zirconium(IV) oxide-yttria stabilized (8 mol% yttria)
2. Contains- 8 mol % Yttria as a stabilizer (Fully stabilized ZrO₂)
3. Composition - (ZrO₂)_{0.92}(Y₂O₃)_{0.08}
4. Molecular weight- 349.03g
5. Purity - 99.999% pure
6. Color- White solid powder
7. Grade- Industrial
8. Form- Nano-powder
9. Average particle size- 20-30 nm
10. Melting point $\geq 2,600^{\circ}\text{C}$ (lit.)
11. Surface Area $\geq 100 \text{ m}^2/\text{g}$
12. Density- 5.4 g/cm^3
13. Quantity- 100 gram

Chemical-2

1. Product name: Aluminum Oxide (Alpha Phase) nano powder
2. Composition - $\alpha\text{-Al}_2\text{O}_3$
3. Molecular weight- 101.96 g
4. Purity - 99.999% pure
5. Color- White solid powder
6. Grade- Industrial
7. Form- Nano-powder
8. Average particle size- 20-30 nm
9. Melting point $\geq 2072^{\circ}\text{C}$
10. Surface Area $\sim 10\text{-}20 \text{ m}^2/\text{g}$
11. Density- 3.98 g/cm^3
12. Required Quantity- 250 gram

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

Enquiry No.: I-IEF22004

Annexure-I: 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) Enquiry for All in All, Service & Maintenance Annual Contract for Domestic Air conditioner and water cooler Units

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

Name:

Position:

Address:

Tel:

Fax:

Bidder's stamp