

**ITER-India, Institute for Plasma Research**

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

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Email : purchase@iterindia.in**Reminder-2: ENQUIRY - LOCAL**

OFFICE COPY ENQUIRY NO : I-IEF22005
Date : 01/03/2023
Due Date : 07/03/2023 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.
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, except customs duty, towards procurement of the imported materials should be borne by the Contractor. No custom duty exemption certificate will be provided if Indian agent bids in INR and order is directly placed on them.

Sr No.	Material Description	Quantity	Unit
1	Thermoelectric Assemblies Heat Exchanger, Copper, Aluminum Tube-Fin with Fan kit	2	SET

Note :

- (1) Submit your quotation AT THE ABOVE ADDRESS.
- (2) Any clarification on this enquiry may be sought from the 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-I.
- (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-I which will be considered as an acceptance by the bidder. Bidder shall provide datasheet & fill Technical Specifications of offered product as per Annexure-I. Filled, signed with official seal Annexure to be submitted along with the offer.

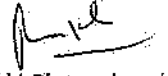
- (8) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same enquiry.
- (9) Indian agent shall bid only on behalf of one Principal/OEM.
- (10) Purchaser reserves the right to order on either FCA or DAP basis as per INCOTERMS 2020.
- (11) In respect of Indigenous bidders: The price/s quoted should be on Door Delivery and freight paid basis inclusive of cost of packing & insurance.
- (12) 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
- (13) 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.
- (14) 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
- (15) 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.
- (16) GEM Availability Report Id: GEM/GARPTS/15122022/H5M07LRCDDWO dated 15.12.2022.
- (17) 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)
- (18) Purchase preference to Micro and Small Enterprises (MSEs): 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.
- (19) 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-II. (i) <https://mea.gov.in/india-and-neighbours.htm> (ii) <http://meadashboard.gov.in/indicators/92> (iii) https://dipi.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15_Oct_2020.pdf
- (20) 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.
- (21) 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-II.
- (22) 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.

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(23) Following documents to be submitted by the bidders along with bids.

- I. Annexure-I duly filled, signed & stamped.
- II. Self Declaration by Bidder of a country sharing/not sharing land border with India as per Annexure-II.

Encl:- as above



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

TERMS AND CONDITIONS

1. The quotation and any order resulting from this enquiry shall be governed by our Conditions of Order and supplier quoting against this enquiry shall be deemed to have read and understood the same in to
2. Where counter terms and conditions have been offered by the Tenderer, the same shall not be deemed to have been accepted by ITER-India unless our specific written acceptance thereof is obtained.
3. Quotation: Your quotation superscripting our enquiry No., date, due date and brief description of item should be submitted to the Purchase Officer, ITER-India in sealed envelope on or before the due date. Late/ delayed/incomplete quotations will not be considered. Envelopes received without Enquiry number, date, due date and brief description of item may be rejected. The quoted prices should be firm for a period of 90 days from due date for placing order. ITER-India is not bound to accept lowest rate/s. Bidder shall submit the price bid/offer on bidder's letter head with official seal and sign on each page.
4. The bid documents shall be prepared in English language only
5. All pages of the bid documents shall be numbered. Each page of the bid document shall be stamped and initialized.
6. In the event of any date indicated above is a declared Holiday, the next working day with the same time limit shall become operative for the respective purpose mentioned herein
7. In case of deviation in payment terms including demand of advance other than specified in payment schedule and accepted by ITER-India, prevailing Prime Lending Rate (PLR) of SBI will be added for price comparison purpose
8. ITER-India and their authorized representatives may visit the Contractor/Sub-contractors if required as part of technical evaluation process
9. ITER-India reserves the right to place order on one or more parties.
10. Specifications: Material should be offered strictly conforming to our specifications/drawings, if any. Deviation, if any, should be clearly indicated by the supplier in their quotation. The Tenderer should also indicate the make/Type number of the materials offered and catalogues, technical literature and samples, wherever necessary, should accompany the quotation. Clarification/s on specifications/drawings should be obtained from Purchase Officer before submitting quotation.
11. Terms of Prices: Quotation should be submitted on door delivery basis, duly packed & insured without extra charge wherever possible. In the case of Indian suppliers, the material is to be delivered at our stores free of charge duly packed & insured.
12. Unit rate/s should be valid throughout the validity of Purchase Order for addition/deletion purposes. Break-up of price should be furnished. The quoted price should not be subject to price escalation for whatsoever reasons. The quoted price shall be firm, fixed and non-revisable during the validity/ extended validity of Purchase Order.
13. Prices are required to be quoted according to the units indicated in the tender form/Enquiry. When Quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
14. Tender should be free from Correction and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail. Unsigned quotations will summarily be rejected.
15. ITER-India shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderers shall supply the same at the rates quoted. ITER-India also reserves the right to split the order at its sole discretion.
16. Octroi is not applicable at present.
17. Delivery date/Period: delivery period is essence of the Order. Supplier must indicate the firm delivery date by which the materials will be dispatched / delivered by them from the date of our order.
18. Delivery period shall be clearly indicated against each item separately.
19. Inspection: Materials on its arrival at ITER-India will be inspected by our Engineer/Stores In-Charge, and his decision in the matter will be final. However, where the Items are required to be inspected at the Suppliers Premises, Supplier has to give advance notice to the Purchaser regarding readiness of the material to enable Purchase/Stores section to depute his representative for inspection.
20. Payment: Payment will be arranged for accepted materials only within 30 days from the date of acceptance of materials at ITER-India and receipt of error free bills in our accounts section, complete in all respects.
21. No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.
22. Guarantee: The Stores/Items offered should be guaranteed for a minimum period of twelve months from the date of acceptance, against defective materials, design, workmanship, operation or manufacture. For defects noticed and communicated during the Guarantee period, replacement/rectification should be arranged free of cost within a reasonable period of such notification. In case where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply.
23. The Contractor/Supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent, Registration of design or Trade mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the Order.
24. Successful tenderer will have to furnish in the form a bank Guarantee or indemnity bond form as called for by the Purchaser towards adequate security for the materials/property provided/issued by the Purchaser as Free Issue material for the due execution of the Order. Insurance for the Free Issue material shall be arranged by the Supplier/Contractor at his risk and cost.
25. Non-compliance to tender specifications and/or tender scope and/or tender terms and conditions are liable for rejection. Decision of ITER-India in respect of non-compliance shall be final and binding on the bidders.
26. Canvassing in any form with regard to this tender will lead to rejection of the bid.
27. The Project director, ITER-India reserves the right to accept or reject any quotations fully or partly or to cancel the enquiry without assigning any reasons.
28. This enquiry is not a commitment and the Purchaser reserves the right to reject or cancel any or all offers.
29. Jurisdiction: The Order shall be governed by the laws of India for the time being in force. The Courts of Ahmedabad/Gandhinagar only shall have jurisdiction to deal with and decide any legal or dispute arising out of this Order.
30. Unsuccessful bidders will not be intimated about the results of the enquiry/tender.
31. Purchase will not be responsible for payment of any interest to the Supplier, in case of delay in releasing payment.
32. The price evaluation shall be carried out on landed price.

FORMAT FOR SUBMISSION OF QUOTATION

Enquiry No. : I-IEF22005
 Name Of Party : OFFICE COPY
 Quotation No. & Date :
 Due on : 07/03/2023 by 5:00 PM (IST)

Sr No.	Material Description	Qty	Unit	Rate	Total
1	Thermoelectric Assemblies Heat Exchanger, Copper, Aluminum Tube-Fin with Fan kit	2	SET		
				Grand Total	

COMMERCIAL TERMS & CONDITIONS *

Sr.No	Description	Bidder's Compliance
1	Firm Price	Comply Yes/No (In case of No Please provide details)
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	Agency Commission (if payable to Indian Agent)(To Specify)	
7	Indian Agents: Those who are submitting offer on behalf of their principal must attach valid authorization letter issued by their Principal. invariably.	
8	INCOTERMS 2020 : FCA (nearest international airport of supplier's delivery location) - To specify name of airport and agreement for FCA Incoterms 2020	
9	DAP ITER-India, Gandhinagar, Gujarat charges (in % of FCA or lumpsum charges) (To Specify)	
10	Documentation Charges/Bank Charges	
11	Inland Freight/Handling Charges	
12	GST (Not to be included in quoted price) (For Indian bidders)	
13	GST No. (For Indian Bidder)	
14	HSN Code	
15	Udhyog Aadhar No. & Category (Micro/Small Enterprise, Also specify firm is owned by SC/ST/Woman/General) (For Indian Bidder)	
16	Discount (If any)	
17	Remarks	

* Fill in the applicable details

Place:

Authorised Signatory:

Date:

Company Seal