

Bid Specific Additional Terms & Conditions (ATC)

Note: The bid specific ATC shall have precedence over the GeM General Terms and Conditions, whenever there are any conflicting provisions.

GeM Bid No.	GEM/2024/B/5104338
Title	Section-A: Instructions to Bidders (Proprietary requirement) Section-B: Terms & Conditions of the Contract

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





Title: Supply of Zynq System on Module (SOM) based HVPS Controller Boards with Vivado Software License

GeM Bid No.

GEM/2024/B/5104338

Title	Supply of Zynq System on Module (SOM) based HVPS Controller Boards with Vivado Software License
Sub Title	Section-A: Instructions to Bidders (Proprietary requirement)

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





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1 Proprietary details

The Zynq System on Module (SOM) based HVPS Controller Board with Vivado Software License falls under Proprietary Category.

Manufacturer's details: Electronics Corporation of India (ECIL), Hyderabad (A PSU under DAE)

ECIL had developed controller bin utilising Zynq ZC702 evaluation board. Current requirement is for Zynq based SOM which is an upgrade and industrial version.

Note: Due to the proprietary nature of the product/s, only manufacturer of the product/s is eligible to bid against this bid.

2 Bid Submission Content, Format & Instructions

2.1 Techno-commercial bid submission

The following table provides the guideline for preparing and arranging the Techno-commercial bid documents.

Notes:

1. All the documents shall be properly arranged into sections.
2. Pages shall be numbered, initialled and stamped.
3. Apart from the given specific templates, bidder may also use the tender documents to insert any comments/mark-up within the text

Table 2: List of contents for Techno-commercial bid submission

S/N	Content to be included	Detail	Submitted Yes / No
1	Covering Letter & Bidder Information	<ul style="list-style-type: none"> ➤ Bid Covering Letter ➤ General information about the bidder as per the template provided in Annexure-A1 of Section-A 	
2	Compliance with Scope of Supply, Work, Technical Specifications and Terms and Conditions of the Contract	<ul style="list-style-type: none"> ➤ Technical Compliance Matrix ➤ Provide signed and stamped Letter of Acceptance of Tender (technical and commercial) and declaration as per Annexure-A3 of Section-A, along with list of deviations, if any. ➤ Provide Unpriced Bid Format as per Annexure-A2 of Section-A ➤ List of imported items (if applicable) 	
3	Self-Declarations for MII and bidder of a country sharing land border with India	<ul style="list-style-type: none"> ➤ Submit duly filled, signed and stamped Annexure-A4 and Annexure-A5 of Section-A on letter head 	



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4	PAN, GST, MSME, Start up, DPS, DAE, NSIC registration details and any other details	<ul style="list-style-type: none">➤ PAN➤ GST registration➤ MSME (Udyam Registration)➤ Start-up registration➤ Registration with DPS, DAE➤ Registration with NSIC➤ Any other details	
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2.2 Price bid submission

Prices to be offered in GeM portal only.



3 Annexures

3.1 Annexure-A1: General Particulars of the Bidder

1.	Name of the Bidder	
2.	Bidder's Proposal No. and Date	
3.	PO to be placed on (Mention Company's name and address)	
4.	Name and designation of the officer of the Bidder to whom all references shall be made for expeditious co-ordination.	
5.	Postal Address, Telephone & Fax Nos. and e-mail Address of Registered Office	
6.	Address, Telephone Nos., Fax Nos. and e-mail ID of Office through which the proposed work (if entrusted) will be handled with name & designation of person-in-charge	
7.	Core Competence of business	
8.	Areas of other business activity, if any & place of such business	
9.	Any additional information which the tenderer considers relevant for evaluation of this tender	
10.	Bank details of the Bidder	
11.	GST Registration details of the bidder (applicable for Indian bidder)	
12.	PAN details of the bidder (applicable for Indian bidder)	
13.	MSME registration details with category (General/SC/ST/Women), if any (applicable for Indian bidder)	
14.	Start-up registration details, if any (applicable for Indian bidder)	
15.	Registration with NSIC or with DPS, DAE	

Authorized signatory of Bidder

Bidder's stamp



3.3 Annexure-A2: Unpriced Bid Format

Unpriced Bid Format

This tender is for “Supply of Zynq System on Module (SOM) based HVPS Controller Boards with Vivado Software License” as follows:

A. Bidder’s confirmation regarding submitted Price Bid and other details: Table-A

Sr. No.	Particulars	Confirmation Yes/No
1	Bidder shall not consider custom duty in the quoted price subject to submission of import items list with approximate quantity for availing custom duty exemption as per clause no. 1.5.3.2.2 of Section-B	
2	Unit rate/s should be valid throughout the validity/ extended validity of Purchase Order/Contract for addition/deletion purposes. 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/Contract.	
3	The delivery shall be based on FREE DOOR DELIVERY to Purchaser’s site	
4	The bids shall include applicable taxes, cost of loading, transportation, transit insurance (against all risks of loss or damage during the transport) unloading for safe delivery at ITER-India Building, IPR.	
5	Each Party shall bear their own expenses for visiting to other Party’s site concerning execution of the order/contract	

B. Compliance with Commercial Terms, Taxes and Duties (This needs to be filled up as offered in Price Bid format): Table-B

Particulars	Compliance
Delivery Basis: Free Door Delivery to On-Site- Delivery address as per 1.7.2.2 of Section-B	Yes / No (In case of No, details of deviation to be specified)
Price Basis: Offer Prices shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc.	Yes / No (In case of No, details of deviation to be specified)
Applicable Rate of Goods and Service Tax (GST) included in the quoted price	To be specified
HSN code of offered item(s)	To be specified
Committed delivery period – Tender delivery period as per clause no. 1.3.2 of Section-B will apply	Yes / No (In case of No, details of deviation to be specified)
Bid Validity Period – 120 days from date of opening of Part-A	Yes / No (In case of No, details of deviation to be specified)



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Payment Terms- as per GeM ATC will apply	Yes / No (In case of No, details of deviation to be specified)
Warranty as per clause no. 1.12.1 of Section-B will apply	Yes / No (In case of No, details of deviation to be specified)
Submission of Performance Security Bank Guarantee/e-PBG as per GeM	Yes / No (In case of No, details of deviation to be specified)
Liquidated Damages shall apply as per clause no. 1.9 of Section-B	Yes / No (In case of No, details of deviation to be specified)
Declared local content in the offered item as per Annexure-A4 of Section-A	Yes / No (In case of No, details of deviation to be specified)
List of Imported items submitted to avail Custom Duty Exemption as per clause no. 1.5.3.2.2 of Section-B	Yes / No (In case of No, details of deviation to be specified)

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



3.4 Annexure-A3: Acceptance of Tender and declaration

(This form should be printed on bidder's letter head duly signed, stamped and sent by the bidder along with the technical Bid document)

From:

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

Date:

To:

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

Subject : Acceptance of the Tender

Ref. : GeM Bid No.: GEM/2024/B/5104338

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from GeM/web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s)
2. I / We hereby certify that I / we have read the entire tender documents i.e. Scope of supply, scope of work and Technical Specifications, drawings and other details and Terms & Conditions (ATC) of the tender, which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and GeM GTC.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. In this regard, we would like to confirm the following **(Please ✓ against only one applicable point)**.

☐ I/ We hereby **unconditionally accept** all the Scope of supply, scope of work and Technical Specifications, drawings and other details as per product specifications and the Terms & Conditions as per Section-B of the tender.

☐ I/ We accept all the Scope of supply, scope of work and Technical Specifications, drawings and other details as per product specifications and the Terms and Conditions as per Section-B of the tender, **except following deviations**.

List of deviations attached as an enclosure to this letter.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without



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prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

7. I / We hereby declare that the price quoted in this bid are not higher than those quoted with other Government Organizations/Public Sector Undertakings / Private Companies for same items which are required in this tender/GeM bid

Signature

Bidder's stamp

Name:

Position:

Note: If any deviations are proposed, these must be clearly indicated in the bid/offer as a separate annexure to this Letter of Acceptance instead of merely enclosing bidder's printed conditions of Sale. Deviations, if any, shall be reflected in this letter of acceptance (or enclosure to this letter) only and not elsewhere in the bid, failing which, the Purchaser shall consider bidder's acceptance of the tender document with no deviation.



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3.5 Annexure-A4: Self Certification under preference to Make in India order

[If the bidder is an authorized dealer, then OEM needs to provide this MII declaration on their letter head]

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 and its amendments, we hereby certify that we M/s. _____ are local supplier meeting the requirement of minimum local content i.e., _____% excluding transportation, insurance, installation, commissioning, testing, training and after sales service support like AMC/CMC etc. as defined in above orders for the items against GeM Bid No. GEM/2024/B/5104338

Details of location at which local value addition will be made as follows:

_____.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You,

Signature with date:

Name:

Designation:

Official Seal



3.6 Annexure-A5: Self-declaration by Bidder of a country sharing/not sharing land border with India

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. dated

2) GeM Bid No. GEM/2024/B/5104338

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*

Penalties for false or misleading declarations:

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

Signature

Bidder's stamp

Name:

Position:

Address:

Tel:

Fax:

Email ID:



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Title	Supply of Zynq System on Module (SOM) based HVPS Controller Boards with Vivado Software License
Sub Title	Section-B: Terms and Conditions of the Contract

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



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

Following are the Terms and Conditions of the Contract (TCC) applicable to this tender enquiry. The Contract / Purchase 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 General provisions of the Contract

1.1.1 Confidentiality and Secrecy

- 1.1.1.1 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.
- 1.1.1.2 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/Purchase 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 The Purchaser

1.2.1 Sub-contracting, subletting or assignment of Contract/Purchase Order

- 1.2.1.1 The Contractor/Supplier shall not sub-contract, sublet, transfer or assign the Contract/Purchase 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/Purchase Order.
- 1.2.1.2 The Contractor/Supplier shall be responsible and accountable for coordination of all activities with his sub-contractors
- 1.2.1.3 In case the Contractor/Supplier sublets, transfers or assigns any part of the Contract/Purchase 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.
- 1.2.1.4 All payment to the sub-contractors shall be made by the Contractor/Supplier only.

1.3 Contract/Purchase Order Work Scope and Completion Time

1.3.1 Scope of Work, Scope of Supply and Specifications:

- 1.3.1.1 Refer to GeM bid for the **scope of work, scope of supply, testing, technical specifications and other details** of deliverables to be covered under this Contract/Purchase Order.
- 1.3.1.2 Any tooling 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.

1.3.1.3 Operation/instruction manual, technical manuals (including drawings, if any) are essential in English to enable the Purchaser to put the Items/system to proper use, so the Contractor shall furnish such manuals along with supply of the Items/Systems.

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

1.3.2 Delivery Dates and Completion Time

1.3.2.1 Contractor/supplier shall make delivery of the ordered items in a staggered manner i.e. prototype unit to be delivered first and after acceptance of prototype unit production units to be delivered on free door delivery basis (including packing, forwarding, freight & transit insurance) at ITER-India Lab building, IPR as per delivery schedule mentioned in below Table-A:

Table-A: Delivery Schedule

Sr. No.	Task	Duration
01	Date of PO (GeM Contract)	T0 = Start Date
02	Schematics, General Assembly (GA) & Bill of Material (BoM) Preparation and approval	T1 = T0 + 3 months
03	PCB Design, Fabrication, Assembly, Testing (Prototype) at Factory & Delivery at ITER-India Site	T2 = T1 + 12 months
04	Acceptance testing & Test Reports Preparation and approval (Prototype) at ITER-India Site	T3 = T2 + 2 months
05	PCB Design, Fabrication, Assembly, Testing (Production Units) at Factory & Delivery at ITER-India Site	T4 = T3 + 9 months
06	Acceptance testing & Test Reports Preparation and approval (Production Units) at ITER-India Site	T5 = T4 + 2 months

1.3.2.2 Final/site acceptance of ordered items at ITER-India lab shall be completed within **2 months** from the date of receipt of all Production Units at Purchaser's site (ref. Sr. No. 6 above Table-A).

1.3.2.3 **The date of delivery and time for completion stipulated in the Contract/Purchase Order shall be deemed to be the essence of the Contract/Purchase Order.** Delivery completion for prototype and production units must be accomplished within the dates/durations specified in their respective Delivery Schedule.

1.4 Free Issue Material (FIM):

No Free Issue Material (FIM) from Purchaser side is involved for execution of this Contract/Order. Purchaser will provide facilities like electricity, water, space as may be required for final/site acceptance testing of the ordered items.

1.5 Contract/Purchase Order Price, Payment and Recoveries

1.5.1 Terms of Prices

1.5.1.1 The price(s) for this Contract/Purchase Order shall be **firm with no price variation** during the validity and extended validity of the Contract/Purchase Order.

1.5.2 Basis of Delivery

- 1.5.2.1 The price quoted should be inclusive of applicable taxes & duties, packing & forwarding, on Free Door Delivery basis including insurance, loading, unloading, shifting of material at specified location. Refer to clause no. [1.7.2.2](#) for details of “delivery address”.

1.5.3 Taxes and Duties

- 1.5.3.1 The price quoted should be inclusive of all applicable taxes, levies, duties which are to be mentioned separately in the un-Price Bid format (**Annexure-A2** of Section-A) at the prevailing rates.

- 1.5.3.2 GST as applicable during the original delivery schedule shall be paid against submission of GST compliant invoice. No GST exemption certificate will be issued by Purchaser for concessional rate of GST.

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

1.5.3.2.2 Custom Duty:

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

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

- 1.5.3.3.1 Income tax (TDS applicable for Supplier) at a prevailing rate will be deducted from the supplier's invoice(s). Certificate of TDS will be issued by the Purchaser.
- 1.5.3.3.2 TDS applicable at the prevailing rate as per GST Act will be deducted from the supplier's invoice(s). A TDS certificate will be issued to this effect.
- 1.5.3.4 In case, there is any other applicable taxes and duties, same should be informed by the bidder in the bid.



1.5.4 Mode of Payment and Payment Schedule:

1.5.4.1 The payment to the Contractor/Supplier will be made as per the following terms (Table-B) of Section-B, on production of the requisite documents:

Table-B: Payment Schedule

Sr.	Payment milestone	% of PO value	Documents for release of payment
01	Advance against signing of PO by ITER-India & Supplier	20%	1. Proforma Invoice in triplicate 2. Security Deposit @5% of order value.
02	Payment against Acceptance of Prototype Unit (1 No) at On-Site Address	20%	1. A copy of Dispatch Clearance Note issued by Purchaser 2. Delivery Challan duly inward at Security Gate and signed by ITER-India representative as delivery acknowledgement 3. Lorry Receipt 4. Packing List
03	Payment against delivery of remaining all the ordered items at On-Site address	50%	1. A copy of Dispatch Clearance Note issued by Purchaser 2. Delivery Challan duly inward at Security Gate and signed by ITER-India representative as delivery acknowledgement 3. Tax Invoice describing the items delivered, quantity, unit rate (as applicable) and their total value in triplicate 4. Lorry Receipt 5. Packing List
04	Payment against successful completion of Final acceptance i.e. site acceptance test(s) of all the deliverables specified in the PO.	10%	1. A copy of Final Acceptance Note issued by the Purchaser 2. Duly Signed Warranty Certificate 3. Duly signed Pro-forma Invoice in triplicate 4. Performance Corporate Guarantee for 5% of PO value
Total		100%	

1.5.5 Bank charges

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

1.6 Inspections and Dispatch Clearance

Refer to Scope of Supply, Work and Technical Specifications of the GeM bid for more details regarding Inspection and acceptance test requirements.

1.6.1 Pre-dispatch Inspection (PDI)/ Factory Acceptance Test

1.6.1.1 The Purchaser's representative or an authorized third Party shall be entitled at all

reasonable times during manufacturing to inspect, examine and test the material and workmanship of all items to be supplied / work to be performed under this Contract at the Contractor/Supplier's /sub-contractor's/supplier's premises. However such inspection, examination and testing by Purchaser shall not release the Contractor/Supplier from his obligation under this Contract. Supplier shall provide at least one month prior notification to enable Purchaser to witness the PDI. Refer Technical Specifications for more details.

1.6.2 Dispatch Clearance Note

- 1.6.2.1 Contractor/Supplier shall obtain a Dispatch Clearance Note (DCN) at each occasion on satisfactory completion of pre-dispatch inspection / factory acceptance of Prototype Unit and Production Units from ITER-India Commercial Coordinator before effecting the dispatch.
- 1.6.2.2 The Contractor is not allowed to make partial shipment without written consent of the Purchaser.

1.7 Packing, Labelling, Insurance and Delivery Instructions

1.7.1 Packing and handling Instructions

- 1.7.1.1 Careful handling, packaging is required to ensure safety of **HVPS Controller Boards**. The Contractor/Supplier shall be held responsible, accountable and liable for all loss/damages due to improper or poor packing.
- 1.7.1.2 All the components are required to be packed with standard soft material to avoid damages to the machined surfaces. Wooden packing should be sturdy and rigid enough to withstand shocks and vibrations during transportation of the items. The packing arrangement shall include (but not limited to) a necessary list of documentation and appropriate packing, markings, labelling, handling provisions for the items.
- 1.7.1.3 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.

1.7.2 Ultimate Consignee & Delivery Address:

- 1.7.2.1 The ultimate consignee of the Purchaser is:

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

- 1.7.2.2 Delivery Address:

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

- 1.7.2.3 Bill To:

Sr. Officer (Purchase & Stores),
ITER-India, Institute for Plasma Research
Block A, Sangath Skyz,
Bhat-Motera Road, Koteswar,
Ahmedabad 380005
Gujarat, India.
GSTIN 24AAAI0348C2ZC

1.7.3 Delivery Documents

1.7.3.1 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

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

1.7.4 Delivery Inspection

The boxes/packages containing the deliverable items, received at the Purchaser’s site will be unpacked in presence (On-line or in-person) of supplier’s representative for identifying the item & visually inspection for any loss/damage during transit. Supplier may witness delivery inspection in-person at his own expenses.

1.8 Delay, Extension & Postponement

1.8.1 Extension of Time (due to Contractor/Supplier)

1.8.1.1 In the event, the contractual delivery dates cannot be adhered to for any cause(s) attributable to the Contractor/Supplier, an application for extension of time with sufficient reasons shall be made by the Contractor/Supplier to the Purchaser. If failure, on the part of the Contractor/Supplier to deliver the items/completion of work in scheduled time shall have arisen from any causes which the Purchaser may find as reasonable ground for an extension of time (and his decision shall be final), he may allow such additional time as he may consider justified in the circumstances of the case through a formal notification. The Contractor/Supplier shall not become entitled to receive additional payment towards escalation or increased statutory levies (if any) beyond the contractual delivery date / completion time.

1.8.1.2 If the Contractor/Supplier fails to apply and secure extension of Contract/Purchase Order delivery date(s) (before effecting the supply of the items as in the Contract/Purchase Order) acceptance of such supplies by the Purchaser, shall not entitle the Contractor/Supplier to claim payment on account of escalation or extra payment on account of increase of statutory levies or new statutory levies that may be payable at higher rate after the expiry of Contract/Purchase Order delivery dates / completion date (clause 1.3.2).

1.8.2 Delay in delivery dates/completion time

1.8.2.1 The Contractor is required to maintain Hindrance Register for reporting hindrance if any, while executing the work and supply related issues, in an approved format. The Contractor shall get record of hindrances in the Hindrance Register approved / endorsed by the Purchaser’s representative. Such hindrance in the Work or Supply endorsed by the Purchaser’s representative will only be taken into consideration for granting time extension. Format of Hindrance Register is as per **Annexure-B1** of Section-B.

1.9 Liquidated Damages (LD)

1.9.1 If the Contractor/Supplier fails to deliver the Production units within the time specified in

clause No. [1.3.2](#) (Table-A – Sr. no. 5) and the delay or part thereof is attributable to the Contractor/Supplier, the Purchaser shall recover from the Contractor/Supplier as liquidated damages sum of half percent (0.5 percent) of the Contract Price for each calendar week or part thereof for the delay that is attributable to the Contractor. The total liquidated damages shall not exceed five percent (5%) of contract price.

- 1.9.2 Items will be deemed to have been delivered only when all its items and component parts are also delivered. If certain items/components are not delivered in time, the items will be considered as delayed until such time as the missing parts are delivered.
- 1.9.3 However, the payment of liquidated damages shall not in any way relieve the Contractor/Supplier from any of its obligations to complete the supplies and work scope or from any other obligations and liabilities of the Contractor/Supplier under the Contract/Purchase Order.

[1.10 Acceptance Tests at ITER-India Laboratory /Site Acceptance Tests:](#)

[1.10.1 Final Acceptance](#)

Final/ Site Acceptance of the Items/components will be subject to the fulfilment of requirements given in Scope of Supply, Scope of Work and Technical Specifications.

[1.11 Supplier's Liability](#)

[1.11.1 Accident liability during onsite work](#)

- 1.11.1.1 Contractor/Supplier and his sub-contractors shall insure its own personnel and tools & equipments deployed at Purchaser's site against all risk, such as injuries, loss of life etc. The Contractor/Supplier will be fully responsible and liable for payment of compensation to its own personnel.
- 1.11.1.2 The Contractor/Supplier shall take all possible precautions and avoid loss/damages to equipment/items/Purchaser's property during the execution of installation & commissioning / site work. In the event of loss or damage to Purchaser's property/any item(s)/equipment and/or injury or loss of life to Purchaser's personnel during the course of onsite work as a result of fault(s) in the items supplied under the Contract/Purchase Order or due to the reasons attributable to the Contractor/Supplier, then, the Contractor/Supplier will be fully responsible, accountable and liable for such damages/losses and payment of appropriate compensation. The Contractor/Supplier agrees to relieve the Purchaser from all the liabilities under this clause.

[1.11.2 Limitation of liability](#)

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

1.12 Warranty, Defect Liability, Latent defect

1.12.1 Warranty

- 1.12.1.1 The Contractor/Supplier shall warrant that the items/system supplied under this Contract/Purchase Order comply fully with the specifications laid down, for the items/system, workmanship and performance. The items shall be new, unused and free from any defects.
- 1.12.1.2 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.
- 1.12.1.3 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. [1.7.2.2](#).
- 1.12.1.4 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.

1.13 After Sales Services & Availability of Spares

1.13.1 After Sales Services (after warranty period)

In case the purchaser desires to avail the contractor's services for repair or maintenance of the supplied items after expiry of warranty conditions mentioned in the contract, the contractor shall provide the same on mutually agreed terms and conditions.

1.13.2 Availability of Spares

The contractor guarantees to the purchaser, that all the spares for the items supplied under the contract will be available at least for 10 years from the date of delivery to the purchaser. Notwithstanding the foregoing, in the event that during the period indicated above, the contractor intends to phase out the items or the components or spare parts become obsolete or not available, the contractor shall inform in writing to the purchaser about his intention of the manufacture discontinuance of the items supplied to the purchaser or about such obsolescence well in time.

1.14 CHANGES

- 1.14.1 The Purchaser shall have the right to propose and order the Contractor/Supplier from time to time during the execution of the Contract/Purchase 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/Purchase Order.
- 1.14.2 The Contractor/Supplier may from time to time during its execution of the Contract/Purchase 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.
- 1.14.3 Notwithstanding Clause [1.14.1](#) and Clause [1.14.2](#), no change made necessary because of any default of the Contractor/Supplier in the performance of its obligations under the



Contract/Purchase 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/Purchase Order price or the time for completion.

- 1.14.4 If any of the item in addition to the schedule of supply of materials is required during execution of the Contract/Purchase 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 to the extent required to keep the progress of work unhindered. The Contractor/Supplier shall be paid for such additional procurement in the following manner:
- 1.14.5 If the required item/cost for change(s) proposed by the Purchaser is available in the Contract/Purchase Order, the same unit rate/rate shall be used as cost for such change.
- 1.14.6 If the required item/cost for change(s) proposed by the Purchaser is not available in the Contract/Purchase 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.



Title: Supply of Zynq System on Module (SOM) based HVPS Controller Boards with Vivado Software License

GeM Bid No.

GEM/2024/B/5104338

Annexure-B1: Hindrance Register

A Hindrance Register is to be maintained in the enclosed Format to record all hindrances encountered during execution of items/work against the PO/Contract. The items or work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Purchaser's representative as well as the Supplier's/Contractor's representative will sign on the register against the recorded hindrance(s). In case of encountering multiple hindrances simultaneously over a period of time affecting the same item/work or different items/work, the net period of hindrance will be worked out considering the overlapping period.

Format of Hindrance Register:

Sr. No.	Nature of Hindrance	Item or Work which is affected/could not be executed on account of this hindrance	Date of start of hindrance	Date of removal of hindrance (references of communications to resolve)	Overlapping period (if any)	Net Delay in days	Sign/clearance of Purchaser's representative	Sign/clearance of Contractor's representative

It is to be noted that the delay in individual activities may not be affecting the contractual milestone depending on the available float, if any.