

## **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.

<b>GeM Bid No.</b>	<b>GeM Bid No. GEM/2025/B/6072750 for Liquid Nitrogen Distribution System for INTF Cryopumps</b>
<b>Title</b>	<b>PART-A(IA): Essential Eligibility Criteria PART-A(IB): Instructions to Bidders and Bid Submission format PART-A (III): Terms and Conditions of the Contract</b>

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



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Title: Liquid Nitrogen Distribution System for INTF Cryopumps

GeM Bid No.

GEM/2025/B/6072750

<b>Title</b>	<b>Liquid Nitrogen Distribution System for INTF Cryopumps</b>
<b>Sub Title</b>	<b>PART-A(IA): Essential Eligibility Criteria</b>

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## 1 Essential Eligibility Criteria

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

*Table 1: Essential Eligibility Criteria*

Sr. No.	Essential Eligibility Criteria (EEC)	Evidence to be submitted	Documents submitted (to be filled by Bidder)
1.	The bidder shall have valid ISO 9001 certification or shall have own Quality Management System (QMS)	Valid ISO 9001 certificate/ proof of own QMS	ISO 9001 Certificate/ own QMS ref. ---- dated ----- Validity -----
2.	The bidders shall have executed one order for scope comprising of fabrication, testing and installation of vacuum jacketed cryogenic transfer lines made of Stainless Steel (SS) for cryogenic fluid transfer below 90K temperature within last 5 years from the tender date.	One unpriced PO along with technical details and invoice or completion certificate or installation, commissioning, acceptance report of the PO	PO No. ----- dated ----- Invoice/Completion Certificate ref. ----- -- dated ----- Installation, commissioning, acceptance report ref. .... dated .... Bidder to mention supporting documents (if any) attached in the offer/bid
3.	The bidder shall have an average annual turnover of not less than Rs. 5 Crores for any three financial years over the past five financial years (2021-22 to 2023-2024)	Audited Balance Sheet and Profit & Loss account of any three financial years	Audited Balance sheet along with Profit and Loss Account for FY -- --, FY ----, FY -----

**Note: Refer clause No. 1.1 for other eligibility, Purchase preference and exemption conditions.**

### 1.1 Bidder eligibility and other applicable conditions

a.	<p>Preference to Make In India (MII): Preference shall be given to Class-I Local Supplier as defined in Public Procurement (Preference to Make In India) Order 2017, as amended from time to time and its subsequent orders/notifications issued by concerned Nodal Ministry for specific goods/products. The local content to qualify as Class-I (minimum 50% currently) or Class-II Local Supplier (minimum 20% currently) is as per Government notification no. P- 4501/2/2017-PP (BEII) dated 16.09.2020 issued by Ministry of Commerce &amp; industry in this regard. <b>Only Class-I Local Suppliers and Class-II Local Suppliers are eligible to bid for this enquiry. Non-Local Suppliers are not eligible to bid for this tender. Government notification no. P-4501/2/2017-PP (BEII) dated 16.09.2020 shall apply for this tender.</b></p> <p>Class-I Local Suppliers and Class-II Local Suppliers will submit duly signed <b>Self-certification under preference to Make in India order</b> on their letter head as per <b>Annexure-A1: FORMAT FOR LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER</b> to be submitted along with the offer/bid failing which bid may not be considered for further evaluation.</p>
b.	<p>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. Purchase preference to Micro and Small Enterprises will get precedence over Preference to Make In India.</p>
c.	<p><b>No exemption with respect to “Bidder Turnover Criteria” and “Experience Criteria” will be given to a Micro or Small Enterprise.</b></p>
d.	<p><b>No exemption with respect to “Bidder Turnover Criteria” and “Experience Criteria” will be given to a Start-up recognized by Department for Promotion of Industry and Internal Trade (DPIIT).</b></p>
e.	<p><b>Orders (F. NO.6/18/2019-PPD dated 23<sup>rd</sup> July 2020) issued by the Government of India restricting procurement from bidders of certain countries which shares a land border with India shall apply to this procurement.</b></p> <p>Any bidder from a country which shares a land border with India (<a href="https://mea.gov.in/india-and-neighbours.htm">https://mea.gov.in/india-and-neighbours.htm</a>), excluding countries as listed in the website of Ministry of External Affairs (<a href="http://meadashboard.gov.in/indicators/92">http://meadashboard.gov.in/indicators/92</a>), 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 the bidder is registered (<a href="https://dpiit.gov.in/sites/default/files/Revised-Format-Bidders-31March2021.pdf">https://dpiit.gov.in/sites/default/files/Revised-Format-Bidders-31March2021.pdf</a>) with the Registration committee constituted by the Department for promotion of Industry and Internal Trade(DPIIT). The bidders shall enclose valid registration certificate along with their offer. Wherever the bids are received without accompanying the above said requisite certificate such offers shall be treated as incomplete and not considered.</p> <p>Self-declaration regarding bidder not belonging from a country which shares/not shares land border with India as per <b>Annexure-A2: Self-declaration by Bidder of a country sharing/not sharing land border with India</b> should be uploaded on e-Tendering portal along with other documents.</p> <p>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.</p> <p>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 <b>Annexure-A2</b>.</p>



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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.



## 1.2 Annexure-A1: FORMAT FOR LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER

(To be submitted with the bid/offer)

**In case of bid value more than 10 crore, submit Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 and its amendments, we M/s. \_\_\_\_\_ hereby certify that we are local supplier meeting the local content \_\_\_\_\_% excluding transportation, insurance, installation, commissioning, testing, training and after sales service support like AMC/CMC etc. for the items/Services offered against **GeM Bid No. GEM/2025/B/6072750 for “Liquid Nitrogen Distribution System for INTF Cryopumps”**.

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 of the bidder: Designation:

Official Seal

We, M/s \_\_\_\_\_, the Statutory Auditor(s) / Cost auditor (applicable in the case of companies) of M/s \_\_\_\_\_ (to specify name of bidder) / M/s \_\_\_\_\_ a practicing cost accountant or practicing chartered accountant (applicable in respect of bidders other than companies) of M/s \_\_\_\_\_ (to specify name of bidder), have verified and certify that the Local Content is \_\_\_\_\_ percentage [specify the percentage of Local content] as defined under the PPP-MII Order, for the items/Service offered against **GeM Bid No. GEM/2025/B/6072750 for “Liquid Nitrogen Distribution System for INTF Cryopumps”**.

For and on behalf of,

Date:

Authorized Signatory

(With Company Seal & Signature)

Name of the Statutory/Cost Auditor or Practicing Cost/Chartered Accountant (as applicable): Firm Reg No:

Membership No.

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by ITER-India, IPR.



### 1.3 Annexure-A2: 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/2025/B/6072750 for “Liquid Nitrogen Distribution System for INTF Cryopumps”

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

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

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

Penalties for false or misleading declarations:

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

Signature

Bidder's stamp

Name: Position:

Address:

Tel:

Email id:

<b>Title</b>	<b>Liquid Nitrogen Distribution System for INTF Cryopumps</b>
<b>Sub Title</b>	<b>PART-A(IB): Instructions to Bidders and Bid Submission format</b>

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## 1 Abbreviations/Acronyms

### D

DD · Demand Draft

DPIIT · Department for Promotion of Industry and Internal Trade

### E

EMD · Earnest Money Deposit EEC · Essential Eligibility Criteria

### H

HDFC · Housing Development Finance Corporation

### I

ICICI · Industrial Credit and Investment Corporation of India IDBI · Industrial Development Bank of India

### L

LN2 · Liquide Nitrogen

### M

MII · Make In India

MSEs · Micro and Small Enterprises

MSME · Micro, Small and Medium Enterprises

### N

NEFT · National Electronic Fund Transfer

### P

PLR · Prime Lending Rate

### R

RTGS · Real Time Gross Settlement

### S

SBI · State Bank of India SD · Security Deposit

SPOC · Single Point of Contact

## 2 Instructions to Bidders and Tender conditions

Online tenders are invited (INR quote only) in **TWO PART** from the reputed and eligible parties against the **GeM Bid No. GEM/2025/B/6072750 (Two Part Open Tender)** for **“Liquid Nitrogen Distribution System for INTF Cryopumps – Qty. 1 Set”** as per the Scope of Supply, Work and Technical Specifications provided in Part-A (II) and Terms & Conditions provided in Part-A(III) of this tender document.

*Table 1: Instructions to Bidders*

2.1 Tender Documents / Tender Specifications & Requirements	
The scope of supply, scope of work, technical specifications, contract/purchase order terms and bidding procedures are prescribed in the tender documents. The tender documents include the following Parts. Each Part is provided in a separate document with appropriate title.	
a.	Part-A(IA): Essential Eligibility Criteria
b.	Part-A(IB): Instructions to bidders and Bid Submission format
c.	Part-A(II): Scope of Supply & Work, Technical Specifications
d.	Part-A(III): Terms and Conditions of the Contract/Purchase Order
e.	Part-B: Price Bid Breakup format (PDF)
f.	Any modification(s) to the tender documents, which may become necessary, shall be uploaded as a corrigendum on GeM portal as well as on ITER-India Website <a href="https://www.iterindia.in/tenders">https://www.iterindia.in/tenders</a> under the “Tender-Public/Global Tenders” menu
2.2 Pre-bid meeting	
a.	The main objective of the Pre-Bid Meeting is to ensure all the tender requirements that are specified through different tender documents have been clearly and correctly understood by all the potential/eligible bidders.
b.	Pre-bid meeting will be held <b>on 22<sup>nd</sup> April 2025 Time – 10.00 a.m. to 12:30 p.m.</b> , remotely (online) via MS Teams at ITER-India, IPR. <b>Link for joining the pre-bid meeting will be provided through ITER-India website <a href="https://www.iterindia.in/tenders">https://www.iterindia.in/tenders</a> under the “Tender- Public/Global Tenders” menu.</b>
c.	Potential and interested bidders are requested to provide list of participants from their side through email to <a href="mailto:purchase@iterindia.in">purchase@iterindia.in</a> latest by <b>21<sup>st</sup> April 2025</b> .
d.	<b>The bidders are required to furnish in writing their pre-bid queries (both technical and commercial) latest by 21<sup>st</sup> April 2025.</b> The bidders are required to submit the pre-bid queries if any, strictly as per the enclosed format ( <b>Annexure-B7</b> ) and send them to the Sr. Purchase Officer, ITER-India vide email to <a href="mailto:purchase@iterindia.in">purchase@iterindia.in</a> .
e.	In case of any change in the date and time for the Pre-Bid Meeting, the same will be informed through ITER-India website.
f.	Queries/clarification/information sought in any other manner may not be responded
g.	Pre-bid clarifications will be issued by Purchaser latest by <b>25<sup>th</sup> April 2025</b> to all the bidders participated in pre-bid meeting through e-mail and shall be uploaded on the ITER-India Website under the “Tender- Public/Global Tenders” menu. <b>Hence, bidders are advised to check ITER-India website regularly.</b>
h.	The bidders who could not attend the pre-bid meeting can also submit the bid as per the tender requirements and pre-bid clarifications issued by Purchaser.
i.	In case bidder makes any alternative suggestions with respect to the tender requirements, the same will be discussed and noted for further evaluation by ITER-India. However, ITER-India reserves the right to accept or reject such suggestions at its discretion.
j.	Any modification(s) to the tender documents, which may become necessary, shall be uploaded as a corrigendum on the ITER-India Website under the “Tender- Public/Global Tenders” menu and also communicated to all potential bidders through e-mail.
2.3 Evaluation and clarifications of Part-A bids	
a.	At first the submitted EEC documents will be evaluated against the specified Essential Eligibility Criteria (Refer Part-A (IA)) for the essential eligibility criteria details).
b.	The bids that are meeting all the Essential Eligibility Criteria stipulated in the Part-A (IA) of the tender shall

	only be shortlisted as “ <b>Eligible Bids</b> ”.
c.	The shortlisted “ <b>Eligible bids</b> ” shall only be considered for further detailed techno-commercial evaluation.
d.	If it becomes necessary to seek clarifications from the bidders regarding EEC, technical and commercial terms and conditions of the tender, the same will be sought through on-line portal from the bidders. In such an event, the bidder will furnish all the EEC, technical and commercial information/clarification through on-line portal, on or before the date and time fixed for submission of such clarifications. If the EEC, technical and commercial clarifications sought for, do not submit on-line on or before the due date and time fixed, such bids are liable to be rejected without any further notice. Purchaser shall not bear the responsibility of delay in receipt of required clarification(s).
e.	<b>The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to eligibility criteria, after submission of the bids, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.</b>
f.	Further to clarify and confirm the compliance of the stated requirements, specific meetings with the bidders may be called by ITER-India. The venue, date and mode of the meeting (In person/ on-line) shall be intimated to the bidder. Discussions will be held on the various aspects of the offer, including the deviations, if any, vis-à-vis tender requirements.
g.	In the event of differences in commercial terms and conditions quoted by various bidders, ITER-India may resort to commercial discussions to bring all the bidders to common level of commercial terms and conditions.
h.	ITER-India and their authorized representatives may visit the Contractor/Sub-contractors, if required, as a part of technical evaluation process. Assessment made by ITER-India during the visit to the bidder shall be considered as a part of bid evaluation.
i.	Where counter terms and conditions have been offered by the bidder, the same shall not be deemed to have been accepted by ITER- India, unless specific written acceptance thereof is obtained by ITER-India.
j.	All technical and commercial aspects pertaining to Part-A (Technical and Commercial bid without price) of the tender will be finalized prior to opening of Part-B (Price bid) and no change in this regard shall be accepted after opening of Part-B (Price bid).
k.	Bids that are found to be compliant with the Essential Eligibility Criteria, the scope of work, supply, Technical Specifications and Commercial Terms & Conditions specified in Part-A of the tender documents, shall be shortlisted as <b>Technically Qualified Bids</b> .
l.	Price bids (Part-B of bid) of only <b>Technically Qualified Bids</b> will be opened online by the Purchaser.
<b>2.4 Evaluation of Part-B bids</b>	
a.	The opened price bids (along with its break-up) after Reverse Auction will be evaluated as per the tender
b.	The evaluation criteria and the basis for the price comparison are specified in the tender document. Price Fall Clause Certificate shall be submitted by the bidder as part of their bid document.
c.	Conditional discount, if any offered by the bidder shall not be considered and may lead to the rejection of the bid.
d.	The evaluation committee may hold discussions with the bidder, if required.
e.	Price bid filled by the bidder shall only contain all the required rates, amount and particulars as per the price bid format (Part-B).
<b>2.5 Acceptance/Rejection of Bids</b>	
a.	Upon acceptance of successful bid, ITER-India may award a Contract to the successful Bidder within the validity/extended validity of the bid.
b.	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.
c.	Canvassing in any form with regard to this tender will lead to rejection of the bid.
<b>2.6 Construction of contract</b>	
a.	It is the intent of ITER-India to incorporate the Scope of supply and work, Technical Specifications, Terms & Conditions of the Contract and price bid in the final Contract between ITER-India and the successful bidder. This final Contract shall include deviations, if any, as mutually agreed between ITER-India and the successful bidder. However, any variation in the scope of supply and / or scope of work to meet the intent of this specification and to be in line with good engineering practice and manufacturing feasibility during execution of Contract shall not be subject to price variation.



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## 2.7 Cancellation of Tender

- |    |   |
|----|---|
| a. | During the tendering process, there may be some unforeseen situations compelling the Purchaser to cancel the Tender without finalization. In such a case, the Purchaser will send a notice/intimation for cancellation of the Tender by email/upload on website. Purchaser will not be responsible for any consequences due to such cancellation. Bids received (in “As Is” condition) will be returned to the bidders. |
|----|---|

### 3 Bid Submission Content, Format & Instructions

#### 3.1 Techno-commercial Bid submission

##### 3.1.1 Contents

The following table provides the guideline for preparing and arranging the Part-A 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 Part-A

S/N	Content to be included	Detail	Submitted Yes / No
1	Covering Letter & Bidder Information	<ul style="list-style-type: none"> <li>➤ Bid Covering Letter (Optional)</li> <li>➤ General information about the bidder as per the template provided in this document (<b>Annexure-B1</b>)</li> </ul>	
2	EEC	<ul style="list-style-type: none"> <li>➤ All documents in compliance to EEC as per Section-1 of Part-A (IA)</li> </ul>	
3	EMD	Proof of Payment of EMD or Valid document as per applicability for exemption from payment of EMD. (Bidder has to upload scanned copy of the DD/ BG/ proof along with bid and has to ensure delivery of hardcopy (original) to the Buyer within 5 days of Bid End date/ Bid Opening date).	
4	Compliance with Scope of Supply (Main Deliverable) & Work and Technical Specifications of Part- A(II)	<ul style="list-style-type: none"> <li>➤ Duly filled in, signed and stamped Technical Compliance Sheet as per <b>Appendix-8 of Part-A(II)</b> Scope of Supply, Work and Technical Specifications</li> <li>➤ Provide Compliance against the Specified Deliverables &amp; work scope</li> <li>➤ Indicate if there are any specific item/work that is beyond your scope of supply/work</li> <li>➤ List of imported items (if applicable)</li> <li>➤ Provide signed and stamped Letter of Acceptance for Tender Part-A as per <b>Annexure-B5</b> of Part-A(II) of the tender duly tick marked on applicable point of Sr. No. 4 along with list of deviations in Part- A(II), if any.</li> </ul>	
5	Compliance against Terms and Conditions of the Contract as per Part- A(III) of the tender	<ul style="list-style-type: none"> <li>➤ Provide signed and stamped Letter of Acceptance for Tender Part-A as per <b>Annexure-B5</b> of Part-A(II) of the tender duly tick marked on applicable point of Sr. No. 4 along with list of deviations in Part- A(III), if any. (Note: only one set of Annexure-B5 to be submitted against Sr. No. 4 &amp; 5 of this Table-2)</li> <li>➤ Provide confirmation/compliance with Commercial Terms &amp; Conditions as per <b>Annexure-B2</b> Unpriced Bid Format of Part-A(II).</li> </ul>	
6	Self-Declarations for MII and Bidder of a Country	<ul style="list-style-type: none"> <li>➤ <b>Annexure-A1</b> and</li> </ul>	



	sharing land border with India	➤ <b>Annexure-A2</b> of Part-A(IA)	
7	Price Fall Clause Certificate	➤ Provide duly signed and stamped certificate as per <b>Annexure-B6</b> regarding applicability of Price fall clause	
8	PAN, GST, MSME, Start up registration details and any other details	➤ PAN ➤ GST registration ➤ MSME (Udyam Registration) ➤ Start-up registration ➤ Registration with DPS, DAE ➤ Registration with NSIC ➤ Any other details	
9	*EMD Exemption claimed as per GeM bid, if yes	➤ Duly signed and stamped Self-Declaration by the bidder claiming EMD exemption along with valid proof for EMD exemption as per GeM GTC such as Udyam registration for MSEs (Micro and Small Enterprises)/ Start-up Recognition Certificate by DPIIT/ Registration with DPS-DAE/ Registration with NSIC	

\* The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid. Following categories of bidders are exempted from submission of EMD:

- (i) Under MSE category, only manufacturers for Goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. Manufacturer of Goods/Service Provider for Services shall give specific confirmation to this effect at the time of bid submission along with valid MSE registration certificate.
- (ii) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are also exempted from submission of EMD subject to furnishing proof of valid registration certificate or any other valid proof.
- (iii) Micro and Small Enterprises (only manufacturers for goods, except traders) registered with NSIC for the tendered Product
- (iv) Seller or Service Provider registered with DPS, DAE. Such bidder shall have to upload scanned copy of relevant registration document along with their bid.
- (v) The bid for seeking EMD exemption without submission of EMD and/ or without relevant/ valid document for availing exemption of EMD shall be treated as unresponsive bid and will not be taken up for evaluation.

### 3.2 Price Bid submission

#### 3.2.1 Contents: Part-B (Price Bid)

*Table 3: List of contents (Part-B: Price Bid)*

<b>Prices to be offered in GeM portal only on or before the bid submission end date</b>				
<ul style="list-style-type: none"> <li>All pages shall be signed by authorized signatory, numbered and stamped</li> </ul>				
S/N	Content to be included	Detail	Use Form/ Template	Submitted Yes / No
1	Price Bid (through GeM System)	Submit price bid (along with the break up) in prescribed format	Annexure-B3 and Annexure-B4: Price Break-up Format including spares	

**Note: The bidder shall submit duly filled, signed and stamped Price Break-up (PDF file) including Spares as per Annexure-B3 and Annexure-B4 on their letter head along with the Price Bid submission on GeM portal.**

## 4 Annexures

### 4.1 Annexure-B1: General Particulars of the Bidder

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

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Authorized signatory of Bidder

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Bidder's stamp

## 4.2 Annexure-B2: Unpriced Bid Format

### **Unpriced Bid Format**

**The bidder shall submit duly filled, signed and stamped Unpriced Bid Format on their letter head along with the Technical Bid submission on GeM portal.**

#### **A. Unpriced Bid Format: Table-A**

##### **Total Cost of Liquid Nitrogen (LN2) Distribution System for INTF Cryopumps**

Description	*Total Price in (Rs.) (Quoted Yes/No)
Design, fabrication/ procurement, testing, supply, installation, commissioning and site acceptance test of INTF LN2 distribution system	Yes/No

Note: \* Total price which is including applicable taxes & duties and any other charges (if applicable) shall be taken into account for finalizing the technically qualified lowest bidder. Bidder shall submit price break-up including spares in separate pdf file as per **Annexure-B3** and **Annexure-B4** which is **to be uploaded in Financial (Price) bid**.

#### **B. Bidder's confirmation regarding submitted Price Bid and other details: Table-B**

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. <b>9.3.4 (b)</b> of Part-A(III)	
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. <b>The quoted price shall be firm, fixed and non-revisable during the validity/ extended validity of Purchase Order/Contract.</b>	
3	The delivery shall be based on FREE DOOR DELIVERY to Purchaser's site	
4	The bids shall include cost of loading, transportation, transit insurance (against all risks of loss or damage during the transport) unloading for safe delivery, installation, commissioning and site acceptance testing and at ITER-India Lab Building, IPR	
5	Each Party shall bear their own expenses for visiting to other Party's site concerning execution of the order/contract	
6	Item wise order splitting is not allowed	

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

Particulars	Compliance
Delivery Basis: Free Door Delivery to On-Site- Delivery address as per <b>11.5.2</b> of Part-A(III)	<b>Yes / No</b> (In case of No, details of deviation to be specified)
<b>Price Basis:</b> Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. as per GeM GTC	<b>Yes / No</b> (In case of No, details of deviation to be specified)
<b>Applicable Rate of Goods and Service Tax (GST) included in the quoted price</b>	To be specified
<b>HSN code of offered item(s)</b>	To be specified
Committed delivery period – Tender delivery period as per clause no. <b>6.2</b> of Part-A(III) will apply	<b>Yes / No</b>



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	(In case of No, details of deviation to be specified)
Bid Validity Period – <b>120 days</b> from date of opening of Technical Bid	Yes / No (In case of No, details of deviation to be specified)
Payment Terms- as per clause no. <b>9.4</b> of Part-A(III) will apply	Yes / No (In case of No, details of deviation to be specified)
Warranty as per clause no. <b>14</b> of Part-A(III) 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. <b>12.3</b> of Part-A(III)	Yes / No (In case of No, details of deviation to be specified)
Declared local content in the offered item as per <b>Annexure-A1</b> of Part-A(IA)	Yes / No (In case of No, details of deviation to be specified)
Declared compliance to land border sharing countries as per <b>Annexure-A2</b> of Part-A(IA)	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. <b>9.3.4 (b)</b> of Part-A(III)	Yes / No (In case of No, details of deviation to be specified)
Submission of Price Fall clause certificate as per <b>Annexure-B6</b> of Part-A(IB)	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



#### 4.3 Annexure-B3: Price Break-up

The bidder shall submit duly filled, signed and stamped Price Break-up (PDF file) on their letter head along with the Price Bid submission on GeM portal.

A table presented below is a list of preliminary deliverables. The exact quantity will be defined after detailed layout preparation based on ITER-India layouts by contractor. Increase or decrease in quantity during the contract execution will be managed based on unit rates defined in the price bid.

Sr. No.	Name of the Deliverable <sup>+</sup>	Including (but not limited to)	Est QTY	Unit	HSN code	#Unit rate in ₹ Quoted (Yes/No)	Total in ₹	Remarks (if any) / Make <sup>^</sup>
+ Deliverable items shall comply with technical specification defined in this tender document - <b>PART A (II)</b>								
# Please quote “per unit rate” such as “rate per meter length” or “rate per set/nos.” etc.								
^ Please provide make								
1)	Phase Separator with Level Sensor & Proportionally Controlled Inlet Fill Valve	~200 l	01	Nos.				
2)	VJ Cryoline including Field Joint, Elbow and Tee	DN40-5S	120	Meter				
3)	VJ Cryoline including Field Joint, Elbow and Tee	DN25-5S	25	Meter				
4)	VJ Cryoline including Field Joint, Elbow and Tee	DN80-5S	12	Meter				
5)	VJ Flexible line	DN25-5S	20	Meter				
6)	In-vessel bare Rigid-Flexible connecting line between isolator box and Supply/Return Manifold with MLI wrapping	DN25-5S	12	Meter				
7)	In-vessel Bare Pipe Fittings with MLI wrapping (Reducing Tee)	DN80-5S x DN25-5S	04	Nos.				
8)	In-vessel Bare Pipe Fittings with MLI wrapping (180° Bend)	DN25-5S	2	Nos.				
9)	In-vessel bare pipe with MLI wrapping (Supply and Return Manifold) – 5m each	DN80-5S	04	Nos.				
10)	In-vessel Bare Flexible Hose with MLI wrapping (L: ~ 1 m each) (For connecting Cryopumps with Manifolds)	DN20-5S	24	Nos.				
11)	In-vessel Supply Manifold Supports	G10	12	Nos.				
12)	In-vessel Return Manifold Supports	G10	12	Nos.				
13)	Pneumatic Actuated Flow Control Valve (FCV) with Air Filter Regulator with Positioner with Solenoid with Limit Switch (01 no. is part of PS)	DN50	05 + 01	Nos.				
14)	Manual Control Valve (MCV) with Limit Switch	DN25	01	Nos.				
15)	Cryogenic Pressure Safety Valve (PSV) (01 no. is part of PS)		04 + 01	Nos.				

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16)	Cryogenic Flow meter and transmitter (FE/FT) with Local Display	DN40/DN50	01	Nos.			
17)	Cryogenic Pressure sensor and transmitter with Local Display (PE/PT) (01 no. is part of PS)		03 + 01	Nos.			
18)	Isolator Box		02	Nos.			
19)	Compressed Air Lines	DN 15-10S	50	Meter			
20)	Compressed Air line Shut-off valves	Size suitable to Compressed Air line	06	Nos.			
21)	SS 304L connecting tubes with fittings (Connecting line between Shut-Off valves and FCVs)	Tube size suitable to FCVs	15	Meter			
22)	Cryogenic Temperature sensors (Calibrated)	Platinum RTD	04	Nos.			
23)	Cryogenic Temperature sensors (Uncalibrated)	Platinum RTD	71	Nos.			
24)	Cryogenic Temperature Monitors	8 Chanel	08	No.			
25)	Subminiature D-type Multipin Feedthrough Kit (with DN 63 CF Flange mounting)	50 Pin	07	Nos.			
26)	DAQ Junction Box including USB to 8 Port and 16 Port Serial Converter		01	No.			
27)	Instruments Cable (Power and Signal) Tray (hot-dip GI trunking cable tray with removable cover)	100mm x 50mm	130	Meter			
28)	Instrument Cable for LN2 Level in Dewar including power cable		85	Meter			
29)	Instrument Cable for FCVs with Positioners with Solenoids with Limit Switches including power cable	For 6 FCVs	140	Meter			
30)	Instrument Cable for Flow meter and Transmitter including power cable		85	Meter			
31)	Instrument Cable for Pressure sensor and transmitter with Local Display (PE/PT) including power cable	For 4 Nos.	145	Meter			
32)	Instrument Cable for Temperature Sensors (outside vacuum vessel)	For 60 Sensors	540 (30x6 + 30x1 2) = 540	Meter			
33)	Phosphor-Bronze 4-lead wire, 36 AWG with Polyimide insulation (for using inside vacuum vessel)	For 4 Sensors	20	Meter			
34)	Instrument Cable (3 wire serial cable) for Cryocooler Compressor with both end shall be terminated with DB9 female connector. Each having length of 20m		12	Nos.			
35)	Power cable (including MCB) of appropriate rating for providing		2	Meter			



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	electric power to DAQ junction box from Cryo Power Supply Box						
36)	SS supports with fabrication & installation for INTF LN2 Distribution System including electrical isolation (~ 5kV) between lines and supports + G10 Supports	For Supply, Return LN2 cryoline, Instruments cable tray & Compressed Air Line + for In-vessel LN2 Manifolds	Refer <u>Appendix-2</u>				
37)	Spares (total as per Annexure-B4)		01	Set			
38)	Design & Documentation Cost						
39)	Fabrication and Assembly at Factory						
40)	Inspection, Testing at Factory and Quality Control						
41)	Packaging and Transport to ITER-India						
42)	ITER-India Site Handling and Installation Activities						
43)	Acceptance Tests at ITER-India Lab						
44)	If any other, specify						

Declaration	We certify that the above mentioned unit rate and total price is inclusive of all applicable Taxes & Duties and on Free Door Delivery Basis as per GeM GTC.		
Bidder Signature			
Name of the signatory & Title	Name	Title	
Bidder’s Official seal			
Place & Date	Place	DD-MM-YYYY	

#### 4.4 Annexure-B4: Price Break-up for Spares

The bidder shall submit duly filled, signed and stamped Price Break-up (PDF file) on their letter head along with the Price Bid submission on GeM portal.

Sr. No.	Item Description	Qty.	Units	Unit rate (Rs.)	Total (Rs.)
1.	Positioner (for each type of valve)	01	Nos.		
2.	Seal-off valve/plug	04	Nos.		
3.	Seal-off valve operator (plunger)	02	Nos.		
4.	Cryogenic Ceramic Break	04	Nos.		
5.	Dust cap for Evacuation/Seal-off port (Same quantity as used)	01	Set		
6.	Nuts, bolts, gaskets/seals (Same quantity as used)	01	Set		
7.	Fittings for Compressed Air line (Same quantity as used)	01	Set		
8.	MLI	~10	m <sup>2</sup>		
9.	MLI tape	05	Nos.		
10.	Polyimide tape for Cryogenic application	05	Nos.		
11.	Vacuum fittings (required for evacuation during operation)	01	Set		
12.	Vacuum gauge (pirani)	02	Nos.		
13.	Cryogenic Pressure Sensor and Transmitter with Local Display (PE/PT)	01	Nos.		
14.	MCV – Size 1” (Parameters similar to MCV-3)	01	Nos.		
15.	FCV – Size 1” (Parameters similar to FCV-1)	01	Nos.		
16.	PSV (Size and parameters similar to PSV-1)	02	Nos.		
17.	VJ rigid line spool (PP-DN 40, OVJ-DN 90), 6 m	01	Nos.		
18.	VJ rigid line spool (PP-DN 80, OVJ-DN 125), 6 m	01	Nos.		
19.	VJ flexible line spool (PP-DN 25, OVJ-DN 80), 6 m	01	Nos.		
20.	Instrument Cable used for LN2 Level, FCVs, Flow meter and Transmitter, Pressure sensor and transmitter, Temperature Sensors (outside vacuum vessel) – Qty. 5 m for each	5	m		
21.	Instrument Cable (3 wire serial cable) for Cryocooler Compressor with both ends shall be terminated with DB9 female connector (20 m)	01	Nos.		
<b>Total</b>					

Declaration	We certify that the above mentioned unit rate and total price is inclusive of all applicable Taxes & Duties and on Free Door Delivery Basis as per GeM GTC.	
Bidder Signature		
Name of the signatory & Title	Name	Title
Bidder's Official seal		
Place & Date	Place	DD-MM-YYYY





#### 4.5 Annexure-B5: Letter for Acceptance of Part-A of Tender

*(This form should be printed on bidder's letter head duly signed, stamped and sent by the bidder along with Part-A of the Bid)*

**From:**

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

**Date:****To:**

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

Subject: Acceptance of Part-A of the Tender

Ref. : GeM Bid No.: GEM/2025/B/6072750 for Liquid Nitrogen Distribution System for INTF Cryopumps

Dear Sir/Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s)
2. I / We hereby certify that I / we have read the entire tender documents i.e. Essential Eligibility Criteria and Instructions to Bidder (Part-A(I)), Scope of supply, scope of work and Technical Specifications, drawings and other details (Part-A(II)) and Terms & Conditions (Part-A(III)) 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 any one applicable check box).**

☐ I / We hereby **unconditionally accept** all the Technical & Management Specifications, scope of work, scope of supply, drawings and other details as per Part-A (II) and the Terms & Conditions as per Part-A (III) of the tender.

**OR**

☐ I / We accept all the Technical & Management Specifications, scope of work, scope of supply, drawings and other details as per Part-A (II) and the Terms and Conditions as per Part-A (III) of the tender, **except following deviations. List of deviations is 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 prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Signature

Bidder's stamp

Name:

Position:



Title: Liquid Nitrogen Distribution System for INTF Cryopumps

GeM Bid No.

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**Note: If any deviations are proposed, these must be clearly indicated in Part-A of the tender 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 Part-A of tender document with no deviation.**



Title: Liquid Nitrogen Distribution System for INTF Cryopumps

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#### 4.6 Annexure-B6 Price Fall Clause Certificate

( To be submitted in the bidder's company letter head)

I/We undertake that we have not offered to supply / supplied / are not supplying same or similar products / systems or sub systems at a price lower than that offered against the Tender No.....dtd..... in respect of any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

**Date: Signature of the Tenderer**

**Seal of the Firm**

#### 4.7 Annexure-B7: Format for submission of Pre-bid queries/Clarifications

Notes:

- (i) The bidders are required to note that as per tendering conditions, no revision in price is permitted after submission of Part-A (Techno-commercial) and Part-B (Price Bid) bids, unless ITER-India authorizes changes on the technical specifications. Hence it is imperative that the total scope of the tender and its technical requirements are fully understood by the bidder before submitting the bids. With a view to get complete clarity on the bid document, the bidders are advised to study the tender specifications thoroughly and seek clarifications / confirmations, wherever needed, from ITER-India during the pre-bid stage.
- (ii) The bidders are also advised to bring to the notice of ITER-India, through this format, any technical deviations/exceptions, that he proposes to take and/or any suggested changes on the tender specifications he proposes to make with a view to ensure/ improve the overall system performance. Any omission / contradiction on the tender specifications/Price format etc. observed by the bidder also may be brought to the notice of ITER-India in this format.
- (iii) The bidders shall, however, note that no deviations/exceptions to the tender specifications are generally acceptable. In case, such deviations/ exceptions/changes are necessary on the specifications for the overall performance of the system/equipment/components, tenderer may seek written approval from Purchaser for such deviations/exceptions/changes, however, limiting these to the bare minimum.
- (iv) No exception/deviation/change to the tender specifications shall be recognized, unless the same is accepted in writing by ITER-India. Only such changes which are accepted by ITER-India shall form part of the original tender.
- (v) The bidder shall submit queries in below specified format through email to [purchase@iterindia.in](mailto:purchase@iterindia.in).

**GeM Bid No.: GEM/2025/B/6072750**

**(To be submitted on or before 21-04-2025)**

**FORMAT FOR RAISING PRE-BID QUERIES/CLARIFICATIONS BY THE BIDDER**

**Format for submission of Pre-bid queries/Clarifications**

1.Name of the Bidder	2.Query No.	3. Ref. Tender Part / Section No.	4. Ref. Clause No.	5.Description of the query	6.Response of ITER-India

*Please add rows to the table above as required*

*1-5: To be filled by the Bidder*

Signature with name of authorised signatory of the bidder

Bidder's stamp

Contact No.

Email Address:

<b>Title</b>	<b>GeM Bid No. GEM/2025/B/6072750 for Liquid Nitrogen Distribution System for INTF Cryopumps</b>
<b>Sub Title</b>	<b>PART-A (II): Scope of supply, scope of work, technical specifications and drawings</b>

**Note: Scope of supply, scope of work, technical specifications and drawings are uploaded with the catalogue created on GeM portal. The same can be downloaded from ITER-India website: <https://www.iterindia.in/index.php/tenders> (under public/ global tender menu).**

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



<b>Title</b>	<b>Liquid Nitrogen Distribution System for INTF Cryopumps</b>
<b>Sub Title</b>	<b>PART-A(III): Terms and Conditions of the Contract</b>

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



## 1 Preamble

This Part-A (III) contains the Terms and Conditions applicable to this Contract. The Terms and Conditions of the Contract, Scope of Supply, Scope of Work and Technical Specifications (Part-A (II)) including the appendices hereto, are integral part of this Contract and are complementary to and shall be read in conjunction with each other. These are the documents which have been read and understood by the Contractor. In case of conflicting requirements specified in various sections of the specifications, either the stringent one or the requirement as per the Purchaser's interpretation shall govern. 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 authorized representative of the Purchaser.

## 2 Definitions and Interpretations

### 2.1 Definitions

- (a). **“BID” or “TENDER” or “QUOTATION”** shall mean the tender offer and quotation in response to the tender notification.
- (b). **“BIDDER” or “TENDERER” or “VENDOR”** shall mean the entity who seeks to supply the specified goods 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 and approved & accepted by the Purchaser.
- (d). **“CONTRACTOR” or “SUPPLIER”** shall mean the firm or company with whom or with which the Contract for “Liquid Nitrogen Distribution System for INTF Cryopumps” is placed and shall be deemed to include the Contractor's legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Contract.
- (e). **“DAY” or “DAYS”** shall mean a Gregorian calendar day or days of twenty-four (24) hours each.
- (f). **“DELIVERABLES”** shall mean all the Items, Products, Components and Documentation that are part of the scope of work and scope of supply as defined in this Tender.
- (g). **“CONTRACTOR RELEASE NOTE”** shall mean the document issued by purchaser authorizing the Contractor to process for dispatch the items after factory acceptance.
- (h). **“DISPATCH CLEARANCE NOTE”** shall mean the document issued by purchaser authorizing the Contractor to dispatch the items on satisfactory completion of Pre-dispatch inspection and signing of the contractor release note.
- (i). **“EFFECTIVE DATE OF CONTRACT” or “COMMENCEMENT DATE OF CONTRACT”** shall mean the date of award of GeM Contract, on which the Contract shall come into force.
- (j). **“INSPECTOR”** shall mean any representative(s) of the Purchaser to inspect or carry out quality surveillance on supplies, items or work under the Contract.
- (k). **“INSPECTIONS/BASIC TESTS”** shall mean inspections and acceptance of items at Contractor's factory as described in Part-A (II).
- (l). **“ITER-INDIA”** is a project of Institute for Plasma Research, Bhat, Gandhinagar and it is Indian Domestic Agency for the execution of ITER Project.
- (m). **“ITEM(S)” or “GOODS” or “MATERIALS” or “PRODUCTS” or “SYSTEMS” or “EQUIPMENT” or “SUPPLIES” or “COMPONENTS”** shall mean and include entire scope of supply which Contractor has agreed to supply all the deliverables as specified in the Part-A (II) of this tender.
- (n). **“MANUFACTURER”** shall mean the natural or legal entity that manufactures the **Liquid Nitrogen Distribution System** under the scope of this technical specification

- (o). **“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.
- (p). **“MONTH”** shall mean a month according to Gregorian calendar.
- (q). **“ON-SITE”** shall mean ITER-India Lab Building, IPR, Gandhinagar.
- (r). **“PARTY”** shall mean either the PURCHASER or the CONTRACTOR
- (s). **“PARTIES”** to the Contract are the Contractor and the Purchaser named in the PO.
- (t). **“PERFORMANCE TEST”** shall mean all operational checks and tests required to determine the performance parameters including operating characteristics of the items/ system as specified in the Contract.
- (u). **“PRICE”** shall mean the prices quoted by the bidder in his bid proposal for the entire scope of supply and scope of work covered under the specifications as defined in Part-A (II) of this tender.
- (v). **“PROJECT DIRECTOR”** shall mean Project Director of ITER-India, who is appointed by a competent authority.
- (w). **“PURCHASER”** shall mean ITER-India, acting through the Project Director or his authorized representative”
- (x). **“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.
- (y). **“CONTRACT”** 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 for supply of items and any subsequent amendments there to made on the basis of mutual agreement.
- (z). **“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 inspection/conformity assessment is subcontracted by the contractor and includes its legal successor or permitted assignees, and unless otherwise stated, all the sub-contractors and Contractors to such person and the term sub-contract shall be construed accordingly.
- (aa). **“TOTAL CONTRACT VALUE” or “TOTAL CONTRACT PRICE”** shall mean the total price as mentioned in the Contract including taxes, duties and levies (as applicable)
- (bb). **“UNIT RATE”** shall mean the rate quoted by the bidder on per unit basis, which will be used for addition or deletion purposes.
- (cc). **“WARRANTY PERIOD”** shall mean the period during which the Contractor 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.

## 2.2 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 and 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 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.

### 3 General provisions of the contract

#### 3.1 Language

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

#### 3.2 Governing Law

The Contract shall be construed and shall be governed by the laws of India and the Contractor shall be required to comply with all the applicable laws with regard to performance of the Contract.

#### 3.3 Jurisdiction

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

#### 3.4 Exercising the Rights and Powers of the Purchaser

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.

#### 3.5 Publicity

No publicity of any kind whatsoever regarding the Contract shall be given by the Contractor without prior written permission of the Purchaser.

#### 3.6 Confidentiality and Secrecy

- 3.6.1 All information, including but not limited to, specifications, drawings and designs that are imparted to the Contractor, shall at all times, remain the absolute property of the purchaser. The Contractor 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.
- 3.6.2 All information, drawings, documents, specifications, datasheets and other related documents forming part of the tender or CONTRACT are property of the Purchaser and shall not be used for any other purpose, except for execution of the CONTRACT. 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. 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

- 3.6.3 The Contractor shall use his best endeavours to ensure that such information is not divulged to third parties except where needed for the performance of the Contract by the Contractor with the prior consent of the Purchaser. In such cases, the Contractor shall ensure and obtain similar obligation of confidentiality, from all such involved third parties
- 3.6.4 A confidential/ non-disclosure agreement shall be signed between the Contractor and the Purchaser as per the attached **Annexure-3**.
- 3.6.5 The Contractor shall at his own cost procure from his own employees, agents, Contractors or sub- contractors (and agents, Contractors and sub-contractors of such agents, Contractors and sub- contractors) all such acts, deeds and things to cause such employees, agents, Contractors and sub- contractors to whom the confidential information is given, to be bound by similar confidentiality obligations as the Contractor is bound under this Agreement.
- 3.6.6 In the event of any breach of this provision, the Contractor shall indemnify the Purchaser from any loss, cost or damage or any other claims whatsoever from any parties claiming from or through him in respect of such breach

## 4 The Purchaser

### 4.1 Permits, Licenses or Approvals

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

### 4.2 Purchaser's representatives

- 4.2.1 The Project Manager, as mentioned in the Contract, 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
- 4.2.2 The Technical Representative Officer, as mentioned in the Contract, will be purchaser's representative 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.
- 4.2.3 The Purchase Officer as mentioned in the Contract is the Purchaser's representative for all commercial matters of the Contract and act as a Commercial Coordinator.

## 5 The Contractor

### 5.1 Permits, Licenses or Approvals

The Contractor 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, including, without limitation, visas for the Contractor's and sub- contractor's personnel and any entry permit. The Contractor shall also acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser as per clause 4.1 (Permits, licenses or approvals) hereof and that are necessary for the performance of the Contract.

### 5.2 Compliance with law

The Contractor shall comply with all laws in force in India and in the country where the item 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.

### 5.3 Contractor's representative

- 5.3.1 The Contractor shall appoint the Contractor's key representatives, who are responsible for execution of managerial, technical and commercial aspects of the Contract. The details of the Contractor representatives including their roles and responsibilities shall be intimated to the Purchaser before signing of the Contract.
- 5.3.2 The Contractor's representatives shall represent and act for the Contractor at all times during the tenure of the Contract. All notices, instructions, information and all other communications to be given by the Purchaser to the Contractor under the Contract shall be given to the Contractor's representative(s), except as herein otherwise provided.
- 5.3.3 The Contractor shall promptly inform the Purchaser if there is any change in the Contractor's representative personnel or their designated roles towards this Contract. In the absence of timely information regarding change of personnel or their designated roles from the Contractor, the resulting damages/liabilities if any, shall not be attributable to the purchaser.

### 5.4 General obligations

- 5.4.1 The Contractor shall carry out design & analysis, prototyping, qualification and procure / manufacture (including associated purchases and/or sub-contracting), supply and deliver the Items with due care and diligence in accordance with the Contract and with the Purchaser's instructions, and shall remedy any defects in the supplies occurring in warranty period.
- 5.4.2 The Items supplied by the Contractor shall be of brand new with the best quality and workmanship and shall comply in all respects with particulars of the scope and Specifications as per the Contract.
- 5.4.3 The Contractor shall be deemed to have carefully examined all Contract documents and obtained clarifications from the Purchaser where needed, the quantities and nature of work and material necessary for the completion of the Contract, all necessary information for risks, contingencies and other. The price quoted in the price-bid format which rate and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the supplies and scope of work. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility 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/specifications/scope of work and/or matter related to site will, in any circumstances, be considered payable by the Purchaser.
- 5.4.4 The facilities and items (if any) to be provided by the Purchaser at on site (DNB lab) to the Contractor are mentioned in **Section-3 of Part-A(II)** of the tender document

### 5.5 Sub-contracting, subletting or assignment of contract

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

- 5.5.2 The Purchaser reserves the right to take necessary action as deemed fit including cancellation of the Contract or any part thereof in case of any breach of condition as mentioned in 5.5.1 above and Purchaser reserves the right to purchase from other sources at the risk and cost of the Contractor in terms of clause 19 hereof and/or recover from the Contractor losses/damages arising from such cancellations.
- 5.5.3 In case the Contractor sublets, transfers or assigns any part of the Contract with the prior written consent of the Purchaser, all payments to the Sub-Contractor(s) shall be the responsibility and liability of the Contractor only and any requests from such Sub-Contractor shall not be entertained by the Purchaser.
- 5.5.4 The Contractor shall be responsible, accountable and liable for coordination of all activities with his sub-contractors. All payment to the sub-contractors shall be made by the Contractor only.

## 5.6 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall apply. During the Contract execution, any changes in such codes and standards as intimated by the Purchaser shall be applied and shall be treated in accordance with clause 16 (Changes), if applicable.

## 5.7 Mistakes in drawings, specifications etc.

The Contractor shall be responsible, accountable and liable to make all necessary alterations to the deliverables which are caused due to any discrepancies, errors or omission in the specifications, drawings or particulars submitted by the Contractor irrespective of whether these have been approved by the Purchaser or not. If the Contractor fails to make such alterations, the Purchaser may do so at the risk and cost of the Contractor.

# 6 Subject matter of contract

## 6.1 Scope of Work and Specifications

- 6.1.1 Part-A (II) of this tender specifies the scope of work, scope of supply and technical specifications of deliverables to be covered under this Contract.

## 6.2 Time for completion

**Timely completion is the essence of the Contract and the total scope of the contract needs to be completed as described in Table-1.** Unless otherwise agreed, the Contract shall come into force from the date of signing of the contract and accordingly Contractual period shall be reckoned from that date for the purpose of fixing Contractual completion date and incorporating the same in the Contract.

Table-1: List of Major Deliverables/Activity with their Contractual Milestone dates

Sr. No.	Deliverable/ Activity	Contractual Delivery Date (CDD)
1	Contract award	T0
2	Kick of Meeting	T1= T0+15 days
3	Successful completion of Final Design Review (FDR)	T2= T0+6 months
4	Successful completion of Manufacturing Readiness Review (MRR)	T3= T0+7 months
5	Successful completion of Factory Acceptance Test Review (FATR)	T4= T0+14 months
6	Installation Readiness Review (IRR)	T5= T0+ 17 months

7	Delivery at Purchaser's site	T6=T0+20 months
8	Successful completion of Installation and Site Acceptance Test	T6= T0+24 months

**Notes:**

1. T0 mentioned in Table-1 is the date of GeM Contract award

## 7 Provisions during Contract execution

The Purchaser shall designate the Technical Responsible Officer (TRO) on award of the Contract. TRO will be the single point of contact for all the technical matters. The Purchaser shall designate the responsible officers who provide support to the TRO in achieving successful fulfilment of the requirements in key areas of this Contract, such as procurement, quality assurance, safety, planning and scheduling. Any official communication relating to this Contract or to its implementation shall bear the Contract references

## 8 Guarantees

The Security Deposit, Advance Payment Bank Guarantee and Performance Bank Guarantee shall be submitted by the Contractor as per the details below. All bank charges, if applicable, shall be borne by Contractor only.

### 8.1 Performance Security Bank Guarantee (PSBG/ ePBG)

- 8.1.1 Within 15 days of award of Contract, the Contractor shall submit an irrevocable Bank Guarantee (BG) equal to 5% (five percent) of total CONTRACT value on a non-judicial stamp paper, as "Performance Security" towards satisfactory execution and performance of the Contract from any nationalized/ scheduled commercial bank (as per RBI). 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](mailto:accounts@iterindia.in).
- 8.1.2 The format of the PSBG/ ePBG is given in **Annexure-1**.
- 8.1.3 The Bank Guarantee shall remain valid till two months beyond the completion of Warranty obligations for the items under this CONTRACT. If need arises, the Contractor shall extend the validity of the Bank Guarantee for suitable period at his expenses.
- 8.1.4 If the Contractor fails to provide the PSBG/ ePBG, within the period as specified in clause no. **8.1.1** such failure shall constitute a breach of CONTRACT and the Purchaser shall be entitled to cancel the CONTRACT and make alternate arrangements for the purchase of ordered items from other sources at the risk and expenses of the Contractor and recover from the Contractor the damages arising from such cancellation.
- 8.1.5 In the event, the Contractor fails to fulfil any of the obligations under the Contract; the Purchaser shall have the right to encash the PSBG/ ePBG.
- 8.1.6 Where the Contractor fails to maintain the specified delivery date/completion time, the Contractor shall extend the validity of Bank Guarantee(s) suitably to cover Warranty obligations in line with 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.
- 8.1.7 Upon satisfactory execution of the CONTRACT, the original Bank Guarantee (s) shall be returned to the Contractor on receipt of a request from the Contractor.
- 8.1.8 No interest shall be payable on security deposit amount till it is retained by Purchaser in terms of CONTRACT.

### 8.2 Advance Payment Bank Guarantee (APBG)

- 8.2.1 The Contractor shall furnish to the Purchaser an interest free Advance Payment Bank Guarantee (APBG) from any nationalized/ scheduled commercial bank (as per RBI) for equivalent amount of advance payment (refer sr. no. 1 of payment schedule ) by way of providing a Bank Guarantee on a non-judicial stamp paper for the satisfactory performance of the Items supplied against the CONTRACT. The Advance Payment Bank Guarantee (APBG) will remain valid till the date of last delivery and claim period shall be two months beyond the validity.

- 8.2.2 In the event that the Bank Guarantees need extension, the Contractor shall extend the validity of APBGs for suitable period at his expenses. On the completion of all the deliveries as per CONTRACT, the original APBGs shall be returned to the Contractor without any interest on receipt of a request from the Contractor. The Advance Payment Bank Guarantee format is given in **Annexure-2**
- 8.2.3 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](mailto:accounts@iterindia.in).

## 9 Contract Price, Payment and Recoveries

### 9.1 Terms of Prices

#### 8.2.4 Delivery Basis:

The unit prices for this Contract shall be firm & fixed during the validity and extended validity of this CONTRACT. The unit prices for this contract shall be used for addition/deletion of quantities, as required. The quoted price should not be subject to price escalation for whatsoever reasons.

### 9.2 Basis of Delivery

#### 9.2.1 Delivery Basis:

The price quoted should be on **Free Door Delivery basis to ITER-India Lab, IPR**. All expenses including loading, freight, insurance, unloading and shifting of items/ deliverables to the installation site, erection, installation, civil work, Site Acceptance test, documentation and for complete scope of supply and work as mentioned in Part-A(II) of bid document are to the account of Contractor.

Ultimate Consignee /Delivery address

ITER-India Lab Building,  
Institute for Plasma Research,  
Near Amul Dair, Indira Bridge,  
Bhat Village,  
Gandhinagar 382428

#### 9.2.2 Bill To

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

### 9.3 Taxes and Duties

- 9.3.1 The price quoted should be inclusive of all applicable Indian taxes, levies, duties which are to be mentioned separately in the Price Bid (Part-B) at the prevailing rates.
- 9.3.2 GST registration: Bidder shall submit a copy of GST Registration certificate along with the bid. GST as applicable during the original delivery schedule/Time for Completion will be paid against the submission of GST compliant invoice.
- 9.3.3 Supplier/Contractor 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 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.
- a) 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 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.

- b) 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 to the Supplier will be recovered from Supplier along with interest and / or the same can be deducted from the amount payable to the Supplier.

9.3.4 Tax Deducted at Source (TDS) or any other leviable taxes and or duties (if applicable):

- a) **TDS**, if applicable, at a prevailing rate as per Income Tax Act and prevailing rate as per GST act on the Total Contract Value will be deducted from the invoice. Bidder shall submit the PAN along with the bid. Certificate of TDS will be issued by the Purchaser.
- b) **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 (CDEC) for materials and bought out items under the referred notification, 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. List of materials and bought out items with tentative quantity to be imported to India for this tender 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 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, 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 IGST), except customs duty, towards procurement of the imported materials should be borne by the Contractor.

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

## 9.4 Mode of Payment and Payment Schedule

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

### 9.4.1 Mode of Payment

- 9.4.1.1 Payment shall be made through RTGS/NEFT in INR within 30 days from the date of acceptance against each payment milestone as per Table 2 and on receipt of invoice & other documents complete in all respects. Necessary mandate form for RTGS/NEFT will be provided at the time of Contract. All applicable bank charges shall be borne by the Contractor.
- 9.4.1.2 Wherever, advance payment is involved, it will be made subject to submission of Bank Guarantee (BG) for an equivalent amount. BG for advance payment should be furnished by Contractor as per format given in **Annexure-2**.
- 9.4.1.3 Release of payment shall be subject to:
- Signing of Contract by both the Parties
  - Submission of Performance Security Bank Guarantee/ ePBG as specified (refer section: **8.1**)
  - Submission of Advance Payment Bank Guarantee (APBG) as per the format in **Annexure-2**

#### 9.4.2 Payment Schedule

The payment schedule for Contractor will be made as per the following terms (Table ),on production of the requisite documents:

Table 2: Payment schedule

Sr. No.	Milestone for payment	%	Documents required from the Contractor for release of payment
01	Advance payment against signing of Contract and submission of equivalent amount of Advance Bank Guarantee (ABG) with validity of two months beyond delivery date (s)	10% of contract value (without taxes)	A. Advance Bank Guarantee for an equivalent amount B. Security Deposit Bank Guarantee C. Duly certified Pro-forma Invoice in triplicate
02	Payment against Successful completion of Final Design Review (FDR)	5% of contract value (without taxes)	A. A copy of Acceptance Note for Successful Completion of Final Design Review (FDR) issued by Purchaser B. Duly certified Pro-forma Invoice in triplicate C. Advance Bank Guarantee for an equivalent amount
03	Payment against Successful completion of Manufacturing Readiness Review (MRR)	5% of contract value (without taxes)	A. A copy of Acceptance Note for Successful Completion of Manufacturing Readiness Review (MRR) issued by Purchaser B. Duly certified Pro-forma Invoice in triplicate C. Advance Bank Guarantee for an equivalent amount
04	Payment against Successful completion of Installation Readiness Review (IRR)	10% of contract value (without taxes)	A. A copy of Acceptance Note for Successful Completion of Installation Readiness Review (IRR) issued by Purchaser B. Duly certified Pro-forma Invoice in triplicate
05	Complete delivery of items covered under the contract including spares (based on actual supply)	50% of contract value [plus 100% of applicable taxes]	A. Tax Invoice describing the items delivered quantity, unit rate (as applicable), their total value in triplicate B. Delivery Challan duly certified by Purchaser/Lorry receipt copy C. Packing List (including spares as per chapter 8 of Part-A(II)) for transport to ITER-India Lab D. Dispatch clearance note issued by Purchaser
06	Payment against successful completion of Site Acceptance Test (payment will be made and adjusted based on actual measurement sheet including supply of spares)	20% of contract value (without taxes)	A. Duly certified Pro-forma Invoice in triplicate B. Duly Signed Warranty Certificate C. Measurement sheet signed by both the Parties D. Extension of Performance Security Bank Guarantee/ ePBG as per Contract (To extend as per contract execution), if any
Total		100%	



## 9.5 Recovery of advance payments in case of breach of contract

In case the Contractor fails to execute the CONTRACT due to reasons not attributable to the Purchaser and which do not fall under force majeure as per the CONTRACT conditions, the outstanding advance payments made shall be recovered Benchmark Prime Lending Rate (BPLR) of State Bank of India as on date of opening of bid. This shall be without prejudice to the other remedies available to the Purchaser under the terms and conditions of this part.

## 9.6 Recovery of Sums Due

Wherever any claim for the payment of Liquidated Damages or loss suffered by the Purchaser arises in terms of money out of the CONTRACT against the Contractor, the Purchaser shall be entitled to recover such sums from any due payment under the CONTRACT. In the event of this amount being insufficient, then the amount of damages or loss shall be recoverable from the payment that may become due, to the Contractor from this CONTRACT or any other CONTRACT with the Purchaser. Should this sum be not sufficient to cover the amount of damages or loss that may be recoverable, the Contractor shall pay to the Purchaser on demand, amount due. Similarly if the Purchaser had made any claim against the Contractor under this CONTRACT or any other CONTRACT with the Purchaser, the payment of all sums payable under the CONTRACT to the Contractor shall be withheld to the extent of claims due according to the Purchaser till such claims of the Purchaser are finally paid by the Contractor, pending which the same will be adjusted. Notwithstanding the provision for recovery through adjustment the Purchaser shall be free to recover his claims from the Contractor as per the terms of the CONTRACT.

# 10 Quality Assurance, Inspection, Factory acceptance

## 10.1 Quality Assurance Program

- 10.1.1 The Contractor shall ensure the quality of all components and services to meet all requirements given in the Contract (refer Part-A(II)) including associated appendices
- 10.1.2 Should any question whatsoever arise with respect to the requirements defined in the Contract, the Contractor shall ask the Purchaser for clarification prior to proceeding with the work and the decision of the Purchaser is the final.
- 10.1.3 Quality Plans shall be prepared by the Contractor to describe how they will implement the Purchaser's quality requirements specified in the Contract. The Contractor's quality plans shall be approved by the Purchaser. The Contractor shall not start work on Contract without Quality Plan in place that has been approved by the Purchaser.
- 10.1.4 The Purchaser's inspector shall carry out audit to ensure that proper quality plan, as agreed upon mutually between the Purchaser and the Contractor, is being implemented by Contractor. The Purchaser's inspector will carry out random quality check, for which certain tests/inspections may be required to be repeated, as stipulated in approved Quality Plan. The inspectors may be the Purchaser authorized personnel including specialized Third Party Inspectors contracted for that purpose by the Purchaser.
- 10.1.5 Purchaser shall closely monitor the production at the Contractor's/sub-contractor's/vendor's places. This monitoring shall include Notification Points, Authorization-To-Proceed Points, Witness Points and Hold Points at critical steps in the manufacturing process. The control points shall be indicated on the Contractor's Inspection and Test Plan (ITP) and integrated into the agreed schedule. If part of said items are being manufactured at other premises (viz. subcontractor/supplier), the Contractor shall obtain permission for the Purchaser's representative to inspect, examine, and test as if the equipment were being manufactured on the Contractor's premises. Refer Part-A(II) for more details.

## 10.2 Inspection, Testing and Factory Acceptance

For details refer Section-9 and 10 of Part-A(II)

# 11 Packing, Marking & Labelling, Dispatch and Delivery

## 11.1 Packing

#### 11.1.1 Packing Instructions

- 11.1.1.1 Packaging of the LN2 Distribution System shall be provided to ensure adequate protection, during transport, shipping, lifting and handling operations and delivery, on-site storage prior to installation.
- 11.1.1.2 The supplied items/components shall be properly packed standard soft material in order to prevent any kind of damages that could lead to a loss of performance. The boxes shall be rigid enough to withstand shocks and vibrations during transportation of the items. The Contractor shall be responsible and liable for any transit damage due to improper packing.
- 11.1.1.3 The packing arrangement shall include (but not limited to) a necessary list of documentation and appropriate packing, markings, labelling, handling provisions for the items.

#### 11.2 Marking & Labelling

- 11.2.1 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:
  - i. Delivery address (as communicated)
  - ii. Contract/Purchase Order Number and date
  - iii. Net and gross weights
  - iv. Sign showing 'SIDE UP'
  - v. Any handling and unpacking instructions, if considered necessary.
  - vi. 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.

#### 11.3 Dispatch Clearance Note

- 11.3.1 Contractor/Supplier shall obtain a Despatch Clearance Note (DCN) on satisfactory completion of Factory Acceptance Test of Items/System from ITER-India Commercial Coordinator before effecting the dispatch.
- 11.3.2 The Contractor is allowed to make partial shipment with written consent of the Purchaser.

#### 11.4 Delivery Documents

- 11.4.1 The Contractor shall forward in advance to the Purchaser, by rapid Courier Service, following documents as detailed hereunder:
  - a. Original GST Invoice in triplicate
  - b. Packing List in triplicate
  - c. Delivery Challan in triplicate
  - d. Lorry Receipt (LR)
  - e. Insurance Proof, if any
  - f. Despatch Clearance Note issued by the Purchaser
- 11.4.2 The dispatch documents such as Invoice, packing list etc., shall bear the "CONTRACT Number", "CONTRACT Date", "Destination/Delivery address"

#### 11.5 Ultimate Consignee & Delivery Address

- 11.5.1 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](mailto:purchase@iterindia.in)
- 11.5.2 Delivery Address:
  - Diagnostics Neutral Beam (DNB) Lab,
  - ITER-India Lab building
  - Institute for Plasma Research Campus
  - Bhat, Gandhinagar-382428
  - Gujarat, India

## 11.5.3 Bill To:

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

## 11.6 Risk of Loss/damages

The Contractor shall be responsible, accountable and liable for risk of any loss or damages to deliverable items during transportation, till its receipt inspection at delivery address.

## 12 Delay, Extension &amp; Postponement

## 12.1 Extension of Time (due to Contractor)

- 12.1.1 In the event, the contractual delivery dates/completion time (sr no. 7 and/or 8 of Table-1 delivery schedule/completion period) cannot be adhered to for any cause(s) attributable to the Contractor, an application for extension of time with sufficient reasons shall be made by the Contractor to the Purchaser. If failure, on the part of the contractor 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. However, this extension shall be without prejudice to the Purchaser's right to recover Liquidated Damages (LD) as stipulated in clause 12.3. The Contractor shall not become entitled to receive additional payment towards escalation or increased statutory levies (if any) beyond the contractual delivery date / completion time.
- 12.1.2 If the Contractor fails to apply and secure extension of contract delivery date(s) (before effecting the supply of the items as in the CONTRACT) acceptance of such supplies by the Purchaser, shall not entitle the Contractor to claim payment on account of escalation or extra payment on account of increase of statutory levies that may be payable at higher rate after the expiry of CONTRACT delivery dates/CONTRACT completion date will not be applicable or waiver of LD.

## 12.2 Delay in delivery dates/completion time

- 12.2.1 Should the Contractor fail to comply with contractual delivery dates/completion time and the reasons for such failures are attributed to the Contractor, it shall be construed as a breach of the CONTRACT and the Purchaser shall be entitled at his option to the following: -
- 12.2.1.1 To receive the deliverable items under the CONTRACT after prescribed date of delivery with the right to recover the Liquidated Damages as per the clause 12.3.
- 12.2.1.2 To terminate the total CONTRACT, as per clause 19 in case the liquidated damages (as per clause 12.3) recovered from the Contractor reaches maximum value. However, the Purchaser will inform in writing one month in advance to the Contractor before exercising this clause.
- 12.2.1.3 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-4.

## 12.3 Liquidated Damages (LD)

- 12.3.1 If the Contractor does not complete the installation and site acceptance testing as per delivery schedule (Sr. no. 8 of Table-1 Delivery Schedule) specified in the CONTRACT and the delay is attributable to the Contractor, the Purchaser shall recover from the Contractor as liquidated damages sum of half percent (0.5 percent) of the total 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 total contract price.

- 12.3.2 Items will be deemed to have been delivered only when all its item 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.
- 12.3.3 This Contract is a composite one with supply cum installation and site acceptance testing activities and if the completion of installation and site acceptance testing is delayed irrespective of the fact that whether supply of Items/ Components/ System has been made within the original delivery period, the Contract is to be considered as a whole and Liquidated Damages will be recovered on the total Contract value.
- 12.3.4 However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the supplies and work scope or from any other obligations and liabilities of the Contractor under the contract.

#### 12.4 Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the Contractor 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, such as:

- 12.4.1 Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.
- 12.4.2 Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.
- 12.4.3 Other Phenomena including but not limited to hostilities riots, civil commotion and declared lock-out in Contractor's works.
- 12.4.4 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 Contractors performance of his obligations has been delayed for other cause. However, the Contractor is not entitled to increase in statutory levies that has come into force during the extended delivery period.

### 13 Final/ Site Acceptance and Safety Requirement

Final / Site Acceptance of the Items/components will be subject to the fulfilment of requirements given in Section-9 of Part-A (II).

#### 13.1 Safety requirement

The Contractor shall take all necessary precautions to ensure safety of labourers deployed for the installation/commissioning/on site activities and arrange to provide prompt medical assistance if required. Contractor should keep the fully equipped first aid box handy at the site. The purchaser is not in any case responsible for any type of accident and or incident during the execution of works and it will be the total responsibility of the Contractor. The Contractor shall make his own arrangement for the security of his personnel employed for this job, materials, plants and equipment's etc. The Contractor shall note that this work has to be carried out inside Institute's campus, hence special care shall be taken at the time of execution of the work. The Contractor shall comply with the safety manual of the Purchaser. Wherever site activities like installation, erection, commissioning and site acceptance testing are involved, the Contractor must follow the IPR Safety Protocol which are available on website under link: [https://www.ipr.res.in/documents/safety\\_protocols.html](https://www.ipr.res.in/documents/safety_protocols.html) during execution of the work. The Contractor shall give strict instructions to his personnel involved in the work, not to damage any equipment, fixtures, furniture and /or any items of the Purchaser lying inside the building. The Contractor is fully responsible to clean the floor, paint, fixtures etc., after the completion of the work / at the time of execution of the work. He should also note that after completion of the work he shall dispose or stack the debris outside / inside of the campus as directed by Purchaser.

## 14 Warranty

- (a). The Contractor shall warrant that the items supplied under this CONTRACT comply fully with the specifications laid down, for design, material, workmanship and performance. The items shall be new, unused and free from any defects.
- (b). The Contractor shall provide a minimum warranty covering repair or replacement of the Items up to 12 months from the date of final acceptance. The contractor shall also warrant that he will, at the convenience of and without charge to the ITER-India, replace, repair and install any of the Works or parts or item thereof which prove defective for up to 12 months from the date of final acceptance by ITER-India. The performance shall not be degraded after the replacement and repair.
- (c). 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 and within 60 days thereafter, setting forth details of such defects or failure and Contractor shall forthwith make the defective supplies good or alter the same to make it comply with the requirements of the Contract at his own cost.
- (d). A reasonable time limit for repair or replacement of defective item(s) under warranty shall be guaranteed by the Contractor and agreed by the Purchaser.
- (e). In case, any kind of defect attributable to the Contractor is found in the supplied items at on-site (ITER-India Lab) during the warranty period, then, the Contractor shall repair/replace the same at On-Site (ITER-India Lab) at his own cost and risk.
- (f). If any supplied item is repaired/replaced during the warranty period, the Contractor 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.
- (g). Further, if in the opinion of the Purchaser, defects are of such a nature that the same cannot be made good or repaired without impairing the efficiency or workability of the system or if in the opinion of the Purchaser, such opinion being final, the components cannot be repaired or altered to make it comply with the requirements of the Contract, the Contractor shall remove and replace the defective component confirming in all respects to the stipulated specifications at the Contractor's own cost.

## 15 Rejection of defective goods & Contractor's Liability

### 15.1 Rejection against Damages during Transit:

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

### 15.2 Contractor's Failure to Repair/Replacement of defective Goods

15.2.1 If the Contractor fails to repair or replace the damaged/defective items within the agreed time period as per applicable rejection clause, the Purchaser at his option either:

15.2.1.1 Replace or rectify such defective items and recover the actual costs so involved from the Contractor

15.2.1.2 Terminate the CONTRACT for default as provided under Clause 19

15.2.1.3 Acquire the defective items at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under Clauses 14 and 15.

15.2.2 If the Contractor fails to make the required repairs/ replacement within mutually agreed time, then in pursuant to clause 15.2.1.1, such repairs/replacement shall be carried out by the Purchaser, with due information on the actual costs incurred by the Purchaser in carrying out such work in connection therewith, against documentary

proof by the Purchaser, shall be paid by the Contractor to the Purchaser or recovered by the Purchaser from the payment due to the Contractor. In such case, the Purchaser shall be entitled to use the items in a reasonable and proper manner on a mutually agreed basis for such time as sufficient to enable the Purchaser to obtain repair / replacement.

### 15.3 Accident liability and limitation of liability

The Contractor will take all possible precautions to avoid damage to the Purchaser's property during its onsite activities. Contractor shall also take insurance covering third party liability for the personnel and equipments deployed at Purchaser's site against all risks, such as injuries, loss of life etc. Contractor will be fully responsible & liable for payment of compensation. In the event of loss or damage to Purchaser's property and/or any item(s) and/or equipment and/or injury or loss of life to Purchaser's personnel during the course of onsite activities due to the Contractor's default, Contractor will be fully responsible and liable for such damages and/or losses and payment of appropriate compensation as assessed by the Purchaser. Contractor will relieve the Purchaser from all the liabilities under this clause

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Contractor to the Purchaser, whether under the CONTRACT, in tort or otherwise, shall not exceed the total CONTRACT price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### 15.4 Indemnity

The Contractor shall warrant and be deemed to have warranted that all items, supplied against this CONTRACT are free and clean of infringement of any patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the items of infringement of any right protected by Patent, Registration of design or Trade Mark and shall risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the CONTRACT.

### 15.5 Insurance

#### 15.5.1 Storage Insurance / Contractor's All Risk Insurance Policy:

Insurance should cover physical loss or damage to the supplies at storage against All Risks including Terrorism occurring prior to the completion and handing over of supplies.

#### 15.5.2 Insurance for Contractor's Personnel

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person(s) employed at site by the Contractor or any Contractor's Personnel.

In accordance with the applicable statutory requirement, the Contractor should take Workmen's Compensation Insurance for his workmen. The phrase "Purchaser's interest is protected" shall be endorsed in the Policy.

#### 15.5.3 Third Party Liability 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 supply.

#### 15.5.4 General

In all insurance policies except for Third Party liability insurance and Automobile insurance, the Purchaser shall be named as "Loss Payee".

The Contractor shall ensure that, where applicable, its sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such sub-Contractors are covered by the insurance policies taken out by the Contractor.



## 16 Change Management

The Purchaser shall have the right to propose and order the Contractor from time to time during the execution of the CONTRACT 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. The Cost impact if any, for such changes proposed by the Purchaser shall be mutually agreed between both the Parties.

## 17 Settlement of disputes and Arbitration

### 17.1 Settlement of Disputes

- 17.1.1 Any disputes or difference arising out of or in connection with the CONTRACT shall be to the extent possible settled amicably between the parties involving management from either side within sixty (60) days. If amicable settlement cannot be reached within sixty (60) days, then all disputed issues shall be settled by arbitration as per clause 17.2
- 17.1.2 Notwithstanding any reference to the arbitration as herein before provided (a) the Parties shall continue to perform their respective obligations under the CONTRACT with due diligence, unless they otherwise agree, (b) the Purchaser shall continue to pay any undisputed amount to the Contractor.

### 17.2 Arbitration

- 17.2.1 All disputes or differences arising out of or in connection with the CONTRACT including the one connected with the validity of the CONTRACT or any part thereof, should be settled by bilateral discussions.
- 17.2.2 The Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Purchaser and Contractor. 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 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
- 17.2.3 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.
- 17.2.4 The parties shall continue to perform their respective obligations under the contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

## 18 Free Issue Materials

Free Issue Material (FIM) is not applicable for this contract.

## 19 Cancellation/Termination of Contract

### 19.1 Termination of Contract for default

- 19.1.1 The Purchaser may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the Contractor, terminate the CONTRACT in whole or in part in circumstance detailed hereunder:
- 19.1.1.1 If the Contractor fails to supply/provide any or all of the deliverable items, within the time period(s) specified in the CONTRACT or any extension thereof granted by the Purchaser or within the period till which the maximum LD amount is reached.
- 19.1.1.2 If the Contractor fails to perform any other obligation(s) under the CONTRACT within the period specified in the CONTRACT or any extension thereof granted by the Purchaser
- 19.1.2 In the event the Purchaser terminates the CONTRACT in whole or in part, the Purchaser may take recourse

to any one or more of the following actions. However, the Contractor shall continue to perform the CONTRACT to the extent not terminated

- 19.1.2.1 Forfeiture of Security Deposit
- 19.1.2.2 Recovery of Liquidated Damages (LD) as per the CONTRACT.
- 19.1.2.3 To purchase from elsewhere, after (thirty) 30 days' notice to the Contractor, on account and the risk and cost of the Contractor, 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 in respect of the consignments not yet due for supply.
- 19.1.2.4 To cancel the total Contract 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.
- 19.1.3 In the event of action being taken under sub-clause [19.1](#) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account. Contractor 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 by the Contractor as provided in the Contract or under the general law.
- 19.1.4 If the CONTRACT is terminated as provided in clause [19.1](#), the Purchaser in addition to any other rights provided in the clause, may require the Contractor 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, the CONTRACT price of such completed items that are delivered to and accepted by the Purchaser.
- 19.1.5 Refer **Annexure-5** of Part-A(III) for undertaking to be submitted by the Contractor at the time of signing of Contract.

## 19.2 Termination of Contract for insolvency

If the Contractor becomes bankrupt or otherwise insolvent or goes into liquidation, the Purchaser may, at any time, terminate the CONTRACT, by giving a written notice to the Contractor, without compensation to the Contractor, 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. Purchaser would be 'Financial Creditors' for, if any, sums remaining to be recovered after settlement of contract and forfeiture/encashment of SD/ABG/PBG.

## 19.3 Termination of Contract for convenience

After placement of CONTRACT, there may be some unforeseen situations compelling the Purchaser to cancel the CONTRACT. In such a case, the purchaser will send a suitable notice at least one month in advance to the Contractor for cancellation of the CONTRACT, 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 on mutually agreed terms for terminating the CONTRACT.

## 20 Precedence

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

## 21 The Contract

### 21.1 Signing of Contract



The Contract shall be signed by authorized representatives of Contractor and Purchaser (on non- judicial stamp paper of appropriate value, as applicable)

## 21.2 Amendments

Any amendment to the Contract 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, to be signed by both the Parties.

## 21.3 Coming into Force (Effective date of Contract)

The Contract shall come into force from the date of Contract signing by the Purchaser.

## 22 Annexures

The following annexes shall form an integral part of this Contract

1. Annexure-1: Performance Security Bank Guarantee/ ePBG
2. Annexure-2: Advance Payment Bank Guarantee (Advance Payment)
3. Annexure-3: Non-Disclosure Agreement
4. Annexure-4: Hindrance Register
5. Annexure-5: Undertaking from the Contractor for termination of the Contract for default



## Annexure-1: ePBG Draft Document

### ePBG Draft Document

*“(To be on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution)”*

#### Bank Guarantee Format for Performance Security

**Beneficiary:****Project Director****ITER-INDIA, INSTITUTE FOR PLASMA RESEARCH****BLOCK A SANGATH SKYZ BHAT-MOTERA ROAD,****KOTESHWAR,****AHMEDABAD - 380005**

(hereinafter referred to as Beneficiary)

Date: ..... [ date of issue of BG] (To be filled by issuing bank) .....

PERFORMANCE BANK GUARANTEE No.: ..... [ guarantee number] (To be filled by issuing bank)

PERFORMANCE BANK GUARANTEE Amount: Rs ..... (**In words** .....)

Contract No.: .....

Bid Number: .....

**Applicant / Seller:**

[Name &amp; Address of Contractor]

Guarantor: .... [ name and address of the issuing Bank] (To be filled by issuing bank).....

1. The Applicant / Seller named above has entered into above referred contract with the Beneficiary for the supply of Goods and / or Services as defined in the said contract. According to the conditions of the Contract, a performance security is required to be furnished by the Seller to the Beneficiary for due performance of the contract.

2. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **Rs. .... (in words: .....**), upon receipt by us of the Beneficiary's demand stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

3. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Beneficiary. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. .... (in words: .....**)



Title: Liquid Nitrogen Distribution System for INTF Cryopumps

GeM Bid No.

GEM/2025/B/6072750

4.We undertake to pay the Beneficiary any money so demanded not withstanding any dispute or disputes raised by Seller(s)in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

5.The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Seller (s) shall have no claim against us for making such payment.

6.We further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract including Guarantee/ Warrantee period and that it shall continue to be enforceable till all the dues of the Beneficiary under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7.We further agree with Beneficiary that the Beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Contractor to extend time of performance by the said Seller(s) from time to time or to postpone any time or from time to time powers exercisable by the Beneficiary against the said Seller(s) and to forbear or enforce any of the terms and condition relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or only extension being granted to the said Seller(s) or for any forbearance,act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the said Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8.Notwithstanding anything contained herein above our liability under the Guarantee is restricted to **Rs. ....** (in words: ..... ) and shall remain in force until ..... .

9.This Guarantee will not be discharge due to be change in the constitution of the Bank or the Seller (s).

10.We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Beneficiary in writing.

Dated .....

For.....

(Indicate the name of the Bank)

Signature.....

Name of the Officer.....

Designation of the officer .....

Code no .....

Name of the Bank and Branch.....

**Annexure-2: Bank Guarantee (Advance Payment)****(On non-judicial stamp paper of appropriate value)**

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

1. WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ M/s. \_\_\_\_\_, a company registered under the companies act and having its registered office at \_\_\_\_\_ (hereinafter referred to as "the Contractor") entered into Contract bearing No. \_\_\_\_\_ date \_\_\_\_\_ with ITER-India (INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380005, Gujarat, India (hereinafter referred to as "The Purchaser") for the supply of (hereinafter referred to as "the Equipment")
2. AND WHEREAS under the terms and conditions of the Contract an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) representing percent advance payment out of the Contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) is to be paid by the Purchaser.
3. AND WHEREAS ITER-India has agreed in pursuance of the said terms and conditions of the Contract to make an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Contractor on the Contractor furnishing a Bank Guarantee in the manner herein contained.
4. NOW WE, \_\_\_\_\_ (Name and Address of the Bank) in consideration of the Purchaser having agreed to pay to the Contractor an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) against any damage or loss that may be suffered by the Purchaser by reason of non-fulfillment of any of the terms and conditions of the Contract by the Contractor.
5. WE, \_\_\_\_\_ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without recourse to the Contractor and without any demur or protest or objection, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract or by reason of the Contractor(s)'s failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
6. WE, \_\_\_\_\_ (Bank) undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us.
7. AND WE, \_\_\_\_\_ (Bank) hereby further agree that the decision of the said Project Director, ITER-India as to whether the Contractor has committed breach of any such terms and conditions of the Contract or not and as to amount of damage or loss assessed by the said Project Director as damage or loss suffered by the Purchaser/ITER-India on account of such breach would be final and binding on us.
8. WE \_\_\_\_\_ (Bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.



9. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
10. OUR GUARANTEE shall remain in force until \_\_\_\_\_ (two months beyond the delivery of last consignment under this Contract) and unless a claim under the guarantee is lodged on or before the above date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

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

This the \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ 2024.

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

Witnesses:

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

### 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 for “\_\_\_\_\_” 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)

	<b>Title: Liquid Nitrogen Distribution System for INTF Cryopumps</b>	GeM Bid No.
		GEM/2025/B/6072750

## Annexure -4 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.

## Annexure – 5: UNDERTAKING FROM THE CONTRACTOR FOR TERMINATION OF CONTRACT FOR DEFAULT

(On Non-judicial Stamp Paper of appropriate value)

The Contractor agrees to the clause **19.1** of Part-A(III) as elaborated below under the Contract No. --  
-----dated -----for “-----”

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies or non-fulfilment of any other terms and conditions given in the Contract, the Purchaser may cancel the Contract in full or part thereof, and may also make the purchase of such Item(s)/material from elsewhere / alternative source at the risk and cost of the Contractor. The Purchaser will take all reasonable steps to get the material/Item(s) from alternate source at optimum cost. This will be without prejudice to any other right of the Purchaser under the Contract. Termination for Default Clause (clause no. **19.1** of Part-A(III)), in line with Terms and Conditions of Contract, may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Contractor including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by Contractor before completion of the work as per contract.
3. Non completion of work/ Non-supply by the Contractor within scheduled completion/delivery period as per Contract or as extended from time to time, for the reason(s) attributable to the Contractor
4. Termination of Contract on account of any other reason (s) attributable to Contractor
5. Assignment, transfer, subletting of Contract without Purchaser's written permission resulting in termination of Contract or part thereof by the Purchaser
6. Non-compliance to any contractual terms & conditions or any other default attributable to Contractor.

#In-case inputs from the Purchaser are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Supply/Work (subject to Value B not paid by the Purchaser, in case, B is paid, it will be added to below formulat):



Risk & Cost Amount=  $[(A-B) + (A \times H/100)]$

Where, A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor at the time of termination of contract.

H = Overhead Factor to be taken as 15%

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\*(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

Date:

CONTRACTOR

(Name and signature of responsible officer with SEAL)