

शुद्धिपत्र CORRIGENDUM-2

दिनांकित DATED 29-07-2025

वैश्विक निविदा सूचना सं GLOBAL TENDER NOTICE NO: I-I/ET-TPT/25001/25-26

दिनांकित DATED 28-04-2025

(Tender ID: 2025_ITERI_858122_1)

काम / मद का विवरण Work / Item Description: Phase-2 -Driver and Final Stage Amplifiers for 2 sets of
ITER ICRF Sources

बोलीदाताओं को सूचित किया जाता है कि उपर्युक्त वैश्विक निविदा के भाग-A (i): आवश्यक पात्रता मानदंड (ईईसी), बोलीदाताओं के लिए निर्देश, निविदा शर्तें और बोली प्रस्तुत करने का प्रारूप, भाग-A (ii): आपूर्ति का दायरा, कार्य और तकनीकी विनिर्देश और भाग-A (iii): अनुबंध के नियम और शर्तों में निम्नलिखित विवरण के अनुसार संशोधन-2 किया गया है।

It is notified to the bidders that an **Amendment-2** is made to Part-A(i): Essential Eligibility Criteria (EEC), Instructions to Bidders, Tender Conditions and Bid Submission format, Part-A(ii): Scope of Supply, work and Technical Specifications and Part-A(iii): Terms and Conditions of the Contract of the above mentioned global tender as per following details.

1) भाग-A(i) एवं भाग- A(iii) में संशोधन/ Amendment in Part-A(iii)

Refer to attached **Annexure-1** for amendment made in Part-A(i) and Part-A(iii) of the tender. Format for EMD Bank Guarantee is included as an Annexure-A8 to Part-A(i) of the tender.

2) भाग- A(ii) में संशोधन/ Amendment in Part-A(ii)

Refer to attached **Annexure-2** for amendment made in Part-A(ii) of the tender.

Further, ITER-India's response to the pre-bid queries has been provided in **Annexure-3**.

Note: It is to be noted that all the main documents as per tender submission check list Table-3 of Part-A(i) and the financial bid (Price bid) shall be submitted through CPP Portal only. However, if any supporting documents other than main documents and financial bid are to be submitted as part of bid and are not possible to be uploaded on CPP portal due to size constraint, then such supporting documents can be sent as password protected pdf file/ ZIP folder through e-mail to Tender Opening Committee (TOC) (email ID: toc@iterindia.in) on or before the **due date 5th August 2025 by 1.00 p.m.** The bidder shall be asked to provide the password to Tender Opening Committee at the time Technical Bid Opening.

इस शुद्धिपत्र और इससे पहले जारी शुद्धिपत्रों को छोड़कर, सभी आवश्यक पात्रता मानदंड, तकनीकी विनिर्देश, नियम और शर्तें और उपरोक्त निविदा के अन्य विवरण अपरिवर्तित रहेंगे।

Except this corrigendum and corrigendums made earlier, all Technical Specifications, Terms & Conditions and other details of the above mentioned tender shall remain unchanged.

Annexure – 1 of Amendment-2 on Commercial Part of the Tender

GLOBAL TENDER NOTICE NO: I-I/ET-TPT/25001/25-26 DATED 28-04-2025 (Tender ID: 2025_ITERI_858122_1)

| 1. Ref. Tender Part / Section No. | 2. Ref. / Clause No. | 3. In Place of | 4. To be read as |
|-------------------------------------|--|--|---|
| Part-A(i) | 2.7 b. | Earnest Money Deposit (EMD): a) ii) EMD in the form of Bank Guarantee (EMD-BG) on non-judicial stamp paper by Indian bidders and on Bank's letter head by foreign bidders, of appropriate value can be submitted as per the format given in Annexure-6 . Scan copy of the EMDBG to be uploaded on CPP Portal and the original BG must reach to the Senior Purchase Officer within 5 days from the due date for bid submission. | Earnest Money Deposit (EMD): a) ii) EMD in the form of Bank Guarantee (EMD-BG) on non-judicial stamp paper by Indian bidders and on Bank's letter head by foreign bidders, of appropriate value can be submitted as per the format given in Annexure-A8 (appended to the Amendment-2) . Scan copy of the EMDBG to be uploaded on CPP Portal and the original BG must reach to the Senior Purchase Officer within 5 days from the due date for bid submission. |
| Annexure-A4: Unpriced Bid Templates | Table: Commercial terms and conditions | Bid Validity Period (240 Days from Due date of submission) | Bid Validity Period (240 Days from date of opening of Part-A bids) |
| 2.13.1 – part-A(i) | a | Unless otherwise preponed or postponed with advance intimation to the bidders, tenders will be opened in Two Stages (Stage-1: Part-A Techno-commercial Bid opening & Stage-2: Part-B Price Bid opening). | Unless otherwise preponed or postponed with advance intimation to the bidders, tenders will be opened in Two Stages (Stage-1: Part-A Techno-commercial Bid opening & Stage-2: Part-B Price Bid opening) in presence of interested bidders who have confirmed their participation in the tender. The representative of Bidder(s) who would |

| 1. Ref. Tender Part / Section No. | 2. Ref. / Clause No. | 3. In Place of | 4. To be read as |
|-------------------------------------|---|---|--|
| | | | like to participate in bid opening needs to submit authority letter from his/her competent authority |
| Annexure-A4: Unpriced Bid Templates | Optional Prices – Sr. no. 1 | Charges for delivery of components supplied by the Contractor for Phase 2 from FCA Contractor's factory to DAP ITER-India Gandhinagar INCOTERMS 2020 basis by air a) Single Chain b) Modification items for HPA2 and HPA3 supplied during Phase I c) Hardware for in-house HPA2 d) Spare Tubes | Charges for delivery of components supplied by the Contractor for Phase 2 from FCA Contractor's factory to DAP ITER-India Gandhinagar INCOTERMS 2020 basis by air a) Single Chain (refer Section 4.1.2 of Part-A(ii)) b) Modification items for HPA2 and HPA3 supplied during Phase I (refer Section 4.1.2 of Part-A(ii)) c) Hardware for in-house HPA2 (refer Section 4.1.2 of Part-A(ii)) d) Spare Tubes (refer Section 4.1.2 of Part-A(ii)) |
| Annexure-A4: Unpriced Bid Templates | Optional Prices – Sr. no. 3 | Storage cost beyond 60 days | Storage cost for 15 calendar days (beyond 60 days) (Can be further derived on pro-rata basis, as per requirement) |
| Annexure-A4: Unpriced Bid Templates | Optional Prices – Sr. no. 4 | Extended warranty | Extended warranty (over and above warranty as per clause no. 1.11.5 of Part-A(iii)) |
| Annexure-A4: Unpriced Bid Templates | Note below Unpriced bid format with details | 1. Price of single chain will be calculated from the unit price of Sr. no. 1,2,3,4,5,6,7,12,13,14, 15,16, 21, 1/3rd of Sr. no. 22 and 1/3rd of Sr. no. 27 2. Price of spare tube will be calculated from the total price of Sr. no. 8, 9, 10 and 11. 3. The price for modification of HPA2 & HPA3 supplied during Phase 1 will be calculated from unit price of Sr. | 1. Price of single chain will be calculated from the unit price of Sr. no. 1,2,3,4,5,6,7,12,13,14, 15,16, 21 , 23,24, 1/3rd of Sr. no. 22 and 1/3rd of Sr. no. 27 2. Price of spare tube will be calculated from the total price of Sr. no. 8, 9, 10 and 11. 3. The price for modification of HPA2 & HPA3 supplied during Phase 1 will be calculated from unit price of Sr. |

| 1. Ref. Tender Part / Section No. | 2. Ref. / Clause No. | 3. In Place of | 4. To be read as |
|-----------------------------------|--|--|--|
| | | no 17, 18, 19, 20, 21, 23, 25 and 26 4. The price for Hardware for in-house HPA2 will be calculated from Sr. no. 28 & 29 | no 17, 18, 19, 20, 21, 23 , 25 and 26 4. The price for Hardware for in-house HPA2 will be calculated from Sr. no. 28 & 29 |
| 1.5.4.1 | Advance payment bank guarantee | Wherever, advance payment is involved, it will be made subject to submission of Bank Guarantee (BG) for an equivalent amount from one of the banks mentioned in 1.5.3.2. BG for advance payment should be furnished by contractor as per format given in Annexure-2. Advance Bank Guarantees shall remain valid two months beyond the delivery of all ordered items | Wherever, advance payment is involved, it will be made subject to submission of Bank Guarantee (BG) for an equivalent amount from one of the banks mentioned in 1.5.3.2. BG for advance payment should be furnished by contractor as per format given in Annexure-2. Advance Bank Guarantees shall remain valid two months beyond the successful completion of the Contract (refer payment milestone no. 17 of Annexure-A of Part-A(iii)) |
| 1.6.3 of Part-A(iii) | Mode of Payment and Payment Schedule: | ITER-India (IPR) is fully funded by Government of India and the normal terms of payment are as follows: | ITER-India (IPR) is fully funded by Government of India and the terms of payment are as follows: |
| 1.9.3 of Part-A(iii) | Liquidated Damages 1.9.3.3 - New added | | Items will be deemed to have been delivered only when all its item and component parts are also delivered. If certain items/components (which affects the site acceptance test) are not delivered in time, the items will be considered as delayed until such time as the missing parts are delivered. |
| 1.9.3 of Part-A(iii) | Liquidated Damages 1.9.3.4 - New added | | Liquidated Damages as per Contractual provisions will be mentioned as one of the conditions in Letter of Credit (LC) |

| 1. Ref. Tender Part / Section No. | 2. Ref. / Clause No. | 3. In Place of | 4. To be read as |
|-----------------------------------|-------------------------|--|---|
| 1.9.4.1 (i) | Force Majeure | Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics. | Natural Phenomena, including but not limited to floods, droughts, earthquakes, pandemics and epidemics. |
| 1.14.1.1 | Foreclosure of Contract | If at any time after acceptance of the tender / during execution of work, the Purchaser shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Purchaser shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the contract. | If at any time after acceptance of the tender / during execution of work, the Purchaser shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Purchaser shall give notice in writing at least 90 days from the effective date of foreclosure to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the contract |
| 1.14.1.3 | Foreclosure of Contract | In the event of foreclosure of the Contract under sub-clause 1.14.1, the Purchaser shall pay to the Contractor the full amount at Contract rates, properly attributable to supplies/services completed and/or the parts of the items/services supplied by the Contractor and accepted by the Purchaser as of the date of foreclosure on mutually agreed basis, in case the unit rates are not available in the Contract. | In the event of foreclosure of the Contract under sub-clause 1.14.1, the Purchaser shall pay to the Contractor the full amount at Contract rates after adjusting the advance payment already paid , properly attributable to supplies/services completed and/or the parts of the items/services supplied by the Contractor and accepted by the Purchaser as of the date of foreclosure on mutually agreed basis, in case the unit rates are not available in the Contract. |
| 1.14.2.1a | Termination | If the Contractor fails to supply/provide any or all of the | If the Contractor fails to supply/provide any or all of the |

| 1. Ref. Tender Part / Section No. | 2. Ref. / Clause No. | 3. In Place of | 4. To be read as |
|-----------------------------------|-------------------------------------|--|--|
| | of contract for default | deliverable items, within the time period(s) specified in the Contract or any extension thereof granted by the Purchaser or within the period (10 weeks) till which the maximum LD amount is reached. | deliverable items, within the time period(s) specified in the Contract or any extension thereof granted by the Purchaser or within the period (10 weeks) till which the maximum LD amount is reached plus 14 weeks |
| 1.14.2.2 | Termination of Contract for default | 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 a. Forfeiture of Security Deposit b. Recovery of Liquidated Damages (LD) as per the Contract c. To purchase from elsewhere, after (thirty) 30 days' notice to the Contractor, on 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. | 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 a. Forfeiture of Security Deposit and Advance Payment after adjusting the advance paid against supplies delivered and accepted b. Recovery of Liquidated Damages (LD) as per the Contract c. deleted |
| | | Sr. no. 5, 7, 9, 10, 12, 13 and 15 of Annexure-A Payment Schedule of Part-A(iii) | (Note for issuance of Final acceptance note) After successful completion of SAT including signature of SAT report by both the Parties, Purchaser will provide Final acceptance note within 21 working days for each RF chain |

| 1. Ref. Tender Part / Section No. | 2. Ref. / Clause No. | 3. In Place of | 4. To be read as |
|---|--|----------------|--|
| 1.7 of Part-A(iii)-New Added sub clause | Quality Assurance, Inspections, Site activities and Acceptance Tests | | 1.7.1 Contractor shall perform Site Readiness Review (SRR) at least 30 working days before SAT at ITER-India |

Annexure-A8: Format for EMD Bank Guarantee

EMD BANK GUARANTEE

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE BY INDIAN BIDDERS
AND ON LETTER HEAD OF THE ISSUING BANK FOR FOREIGN BIDDERS)

BG NUMBER:

Issue date:

Beneficiary:

ITER-INDIA, INSTITUTE FOR PLASMA RESEARCH,
BLOCK A, SANGATH SKYZ,
BHAT-MOTERA ROAD, KOTESHWAR,
AHMEDABAD, INDIA

(HEREINAFTER CALLED AS THE BENEFICIARY/PURCHASER)

DATE:

BANK GUARANTEE NUMBER:

BANK GUARANTEE AMOUNT:

TENDER NUMBER AND TITLE:

APPLICANT/BIDDER:

BIDDER'S NAME WITH COMPLETE ADDRESS TO BE SPECIFIED

(HEREINAFTER CALLED THE APPLICANT/BIDDER)

GUARANTOR: -----(INSERT BANK NAME AND BRANCH ADDRESS)

Whereas Applicant / Bidder is willing to submit its bid against the above referred tender by the Beneficiary / Purchaser for “.....(description of item/ services).....” as per the tender conditions, Applicant / Bidder is required to submit a Bank Guarantee as EMD.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay, without any delay or demur on the part of the bank, within 72 hours, on demand in writing from the

Beneficiary and without recourse to the Applicant and without any demure or protest or obligation to the Beneficiary any sum or sums not exceeding in total an amount of Euro----- (in words Euro ----- only)

1. If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.
2. If the Bidder having been notified of the acceptance of his bid by the Purchaser during the period of its validity. If the Bidder fails to furnish the Security Deposit as per the tender/contract. Fails or refuses to execute the contract.

We undertake to pay the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand the Beneficiary will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 6 months from the bid submission date and any demand in respect thereof should reach the Bank not later than the expiry date.

The liability of the Guarantor under this Guarantee shall not exceed for Euro----- (in words Euro-----) (the “Guaranteed Amounts”).

This Guarantee shall be valid up to ----- (the “Expiry Date”).

Notwithstanding anything to the contrary contained herein, no obligation of the Guarantor to pay any amount under this Guarantee shall arise prior to the fulfilment of the following conditions precedent:

Written claim / demand(s) in terms of this Guarantee of an aggregate amount less than or equal to the Guaranteed Amounts is/are made by the Beneficiary hereunder; and such written claim/demand(s) is/are delivered by registered mail or any other express service mail or SWIFT from Beneficiary’s Bank to the Guarantor on or before the Expiry date..... to (Bank Name and address). This guarantee shall lapse on the cited date without the need to proceed with any formality judicial or extra judicial.

Payment of the guaranteed amount, or any part thereof, will only be made following presentation by the beneficiary to the bank at the bank’s (address of branch) branch of a complying demand and this original guarantee for endorsement in the case of a part payment or surrender in the case of final payment of the guaranteed amount.

This guarantee is subject to the uniform rules for demand guarantees (URDG) 2010 revision, ICC publication No 758.

Notwithstanding anything contained hereinabove:

I. Our liability under the bank guarantee shall not exceed Euro.

II. The bank guarantee shall be valid upto _____

III. The beneficiary's right as well the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before____ (being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause (II) above.)

In Witness Whereof the Bank has executed this Bank Guarantee on the day of, 20xx through its duly authorized representative.

For (Bank Name).....

Signature.....

Name of the Officer

Designation of the officer

Code No.

Name of the Bank and Branch

Seal

Annexure-2

Amendment-2 to Global Tender Notice No. I-I/ET-TPT/25001/25-26 DATED 28-04-2025 (Tender ID: 2025_ITERI_858122_1)

for “Phase 2 - Driver and Final stage amplifiers for 2 sets of ITER ICRF Sources”

Bidder are requested to note the following amendment in Part-A(II)

1. Section 1 (Introduction)

In place of

“**Phase 3:** Bulk production (3 no. of RF sources) - 2.5 MW / 2000s / 36 - 60 MHz at VSWR 2.0 with any phase of reflection coefficient AND/OR 3.0 MW / 3600s / 40 - 55 MHz at VSWR 1.5 with any phase of reflection coefficient.

Phase 4: Bulk production (4 no. of RF sources) - 2.5 MW / 2000s / 36 - 60 MHz at VSWR 2.0 with any phase of reflection coefficient AND/OR 3.0 MW / 3600s / 40 - 55 MHz at VSWR 1.5 with any phase of reflection coefficient.”

Read as

Phase 3: Bulk production (2 no. of RF sources) - 2.5 MW / 2000s / 36 - 60 MHz at VSWR 2.0 with any phase of reflection coefficient AND/OR 3.0 MW / 3600s / 40 - 55 MHz at VSWR 1.5 with any phase of reflection coefficient.

Phase 4: Bulk production (5 no. of RF sources) - 2.5 MW / 2000s / 36 - 60 MHz at VSWR 2.0 with any phase of reflection coefficient AND/OR 3.0 MW / 3600s / 40 - 55 MHz at VSWR 1.5 with any phase of reflection coefficient.

2. Section 2.1 (Kick off meeting)

In place of

“All technical data related to interfaces or Components supplied by ITER India will be confirmed at the kick off meeting. Schedule, initial quality plan, Manufacture & Inspection Plan with all control points listed will be discussed during this meeting.”

Read as

All technical data related to interfaces or Components supplied by ITER India will be confirmed at the kick off meeting. Schedule, initial quality plan, Manufacture & Inspection Plan with all control points listed and list of applicable codes & standards will be discussed during this meeting.

3. Section 2.3 Prototype manufacturing and test

In place of

(A) “HPA2, Trombone and HPA3 will be supplied by the Bidder, as explained in section 1. Bidder will test these components up to 1.5MW on matched load at their factory before shipment to

ITER-India.”

Read as

Section 2.3 *Manufacturing and Test*

- (A) HPA2, Trombone and HPA3 will be supplied by the Bidder, as explained in section 1. Bidder will test these components up to **1.6 MW** on matched load at their factory before shipment to ITER-India.

4. Section 3, Table 1 (Responsibilities for Phase 2 between ITER-India/IO and the Bidder)

In place of

| Activity | Bidder | ITER-India | IO |
|---|----------|------------|----------|
| Integration of 2 sets of HPA2+Trombone+HPA3 for each RF source in the amplifier chains as per agreed layout | R | S | A |
| Site Acceptance Test of 2 sets of HPA2+Trombone+HPA3 on amplifier chains | R | S | A |

Read as

| Activity | Bidder | ITER-India | IO |
|--|----------|------------|----------|
| Integration of 4 sets of HPA2+Trombone+HPA3 in two RF source as per agreed layout | R | S | A |
| Site Acceptance Test of 4 sets of HPA2+Trombone+HPA3 for two RF sources | R | S | A |

5. Section 4 paragraph 2 (Scope & Responsibilities)

In place of

Tables in **Section 4.1** are describing the main items to be delivered (**options 1 and 2**). The detailed list of components to be delivered by the Bidder in the frame of the contract will be finalized by the Bidder while submitting offer.

Read As

Tables in **Section 4.1** are describing the main items to be delivered. The detailed list of components to be delivered by the Bidder in the frame of the contract will be finalized by the Bidder while submitting offer.

6. Section 4.1 Unit 1 RF source (Hardware Supply)

In place of

o In parallel modified existing (phase 1) HPA2+Trombone+HPA3 components (which may be sent by ITER-India to Bidder’s factory for modification and FAT) as another chain of RF source shall be supplied by Bidder.

Read as

For R&D set of HPA2+Trombone+HPA3 (chain-4) supplied during Phase 1:

- Submit evolved/optimized drawings

- Supply the additional components for modification

7. Section 4.1.2 Paragraph 2 (Deliverables)

In place of

Table 3 & Table 4 describe list of the major items as deliverables for Phase 2 related to Prototype RF Source, however, it shall be detailed out by the Bidder.

Read As

Table 3 & Table 4 describe list of the major items as deliverables for Phase 2, however, it shall be detailed out by the Bidder.

8. Section 4.2 paragraph 2 (Optimization task)

In place of

The main optimization task is focussed on the integration of the component developed as a single RF chain during R&D phase into the full RF prototype source (Phase 2) with two RF chains. It includes checking of the components provided by ITER-INDIA, finalization of the overall layout, optimization of size, weight, water and flow distribution, supporting structure, for both prototype and Unit 1 RF sources. It includes in particular:

Read As

The main optimization tasks are focussed from the integration point of view against the component developed during R&D phase, which will be done on each chain of amplifiers for the RF sources (Phase 2). It includes checking of the components provided by ITER-INDIA, finalization of overall layout, overall size optimization, weight optimisation, water and air flow distribution, support structure etc. for RF sources. It includes in particular:

9. Section 4.4.1; para. No. 5 (For ITER Deliverables)

In place of

To submit the detail drawings and necessary components for the modification of existing HPA2, Trombone and HPA3 supplied during Phase 1 (with modified cooling arrangements and tuning motors) on the new service platform as per agreed layout.

Read As

To submit the detail drawings and necessary components for the modification of existing HPA2, Trombone and HPA3 supplied during Phase 1 (with modified cooling arrangements and tuning motors) on the new service platform as per agreed layout. Delivery of necessary components for the modification of existing HPA2, Trombone and HPA3 supplied during Phase 1. ITER-India will carry out necessary modification under the supervision of Bidder at ITER-India site.

10. Section 5; para. No. 3 (Additional Information)

In place of

Related to existing R&D RF chain, after modification at ITER-India site, the FAT & SAT will be conducted as per mutually agreed procedure and new extended warranty will be applicable after final

acceptance at ITER-India site.

Read As

Related to existing R&D RF chain, after modification at ITER-India site, the SAT will be conducted as per mutually agreed procedure and new extended warranty will be applicable after final acceptance at ITER-India site.

11. Section 6.1; Table 5 Sr. No. 10 & 11 (Major specifications for Single RF Chain)

In place of

| Sr. no. | Specification | Level & Units | Remarks |
|---------|----------------------------------|---------------|--|
| 10 | Maximum VSWR | 2 | With any phase of reflection coefficient for the output power of 1.5MW. |
| 11 | Maximum Transient VSWR (1s max.) | 2.5 (1s max.) | Output power (1.5MW) may be reduced. Bidder shall specify the limit of the absolute value of reflection power to initiate power down mode of the system. |

Read As

| Sr. no. | Specification | Level & Units | Remarks |
|---------|----------------------------------|---------------------------------------|--|
| 10 | Maximum VSWR | a) 2 for 1.5MW b) 1.75 for 1.6MW | With any phase of reflection coefficient |
| 11 | Maximum Transient VSWR (1s max.) | a) 2.5 for 1.5MW b) 2.25 for 1.6MW | Output power may be reduced. Bidder shall specify the limit of the absolute value of reflection power to initiate power down mode of the system. |

12. Section 6.5 (Codes & Standards)

Second paragraph inserted as:

Bidder will submit the list of applicable codes & standards for this tender during kick off meeting.

13. Section 8.1.1.2 4th paragraph (Performance Tests) High Power tests on matched load for global amplifier chain:

In place of

1dB bandwidth at ± 1 MHz shall be checked in 0.25 MHz steps at four central frequencies i.e. 36 MHz, 40MHz, 42MHz, 53 MHz 55 MHz & 60 MHz, with 1.6MW output power, keeping all other parameters constant.

Read As

1dB bandwidth at ± 1 MHz shall be checked in 0.25 MHz steps at **six** central frequencies i.e. 36 MHz, 40MHz, 42MHz, 53 MHz 55 MHz & 60 MHz, with 1.6MW output power, keeping all other parameters constant.

14. Section 8.1.2.3.1 Tests on components supplied by Bidder for all RF chains

(b) High Power tests for HPA3 Para 4

In place of

1dB bandwidth at ± 1 MHz shall be checked in 0.25 MHz steps at **four** central frequencies i.e. 36 MHz, 40 MHz, 42MHz, 53 MHz, 55MHz & 60 MHz, with 1.5 MW output power, keeping all other parameters constant;

Read As

1dB bandwidth at ± 1 MHz shall be checked in 0.25 MHz steps at **six** central frequencies i.e. 36 MHz, 40 MHz, 42MHz, 53 MHz, 55MHz & 60 MHz, with 1.6 MW output power, keeping all other parameters constant;

15. Section 8.1.2.3.2 Tests on modified HPA2, Trombone & HPA3 supplied during phase 1; Para 2

In place of

Check the healthiness/performance of HPA2, Trombone & HPA3 which were used during Phase 1, at ITER-India lab at 36 MHz, 40MHz, 42 MHz, 53MHz, 55 MHz & 60 MHz on matched load up to 1.6MW/3600s.

Read as

After successful modification, Bidder need to demonstrate the healthiness/performance of HPA2, Trombone & HPA3 which were used during Phase 1, at ITER-India lab at 36 MHz, 40MHz, 42 MHz, 53MHz, 55 MHz & 60 MHz on matched load up to 1.6MW/3600s.

16. Section 9 References: Table 1: List of reference documents for this tender

Inserted as serial no [34] in Table 10.

| | | | |
|------|--|---------------|-----|
| [34] | 1. Agreement on the Establishment of the ITER organisation | ITER_D_2EW6RK | 1.1 |
|------|--|---------------|-----|

17. Section 10.3 Periodic Review & Meetings; Review & Inspection Para. no. 4

In place of

Bidder will maintain a Work Breakdown Structure (WBS) that fully captures and defines the scope of the responsibilities as defined in **section 7**. The process of generating the WBS shall be in accordance with established internal procedures and processes as identified within Bidder's plans. The development of the WBS shall comply with ITER-India WBS and shall be finalized mutually within 1 month after placing of the contract. The major elements of WBS shall have:

Read As

Bidder will maintain a Work Breakdown Structure (WBS) that fully captures and defines the scope of

the responsibilities as defined in **Section 4**. The process of generating the WBS shall be in accordance with established internal procedures and processes as identified within Bidder's plans. The development of the WBS shall comply with ITER-India WBS and shall be finalized mutually within 1 month after placing of the contract. The major elements of WBS shall have:

18. Section 13 Annexure-D: Intellectual Property Rights Provisions

Inserted as reference: [34]

19. Section 14 Annexure E : Delivery Schedule

Corrected Table E1: Tentative Delivery Schedule for Phase 2 as below:

| Sr. No. | Activity | Completion (month) | Probable Hold Points (HP) |
|---------|--|----------------------|--|
| 1 | Signature of the contract. | T0 | |
| 2 | To check and validate the specifications provided by ITER-India for all the power supplies & cooling (water & air) requirements. | $T_{1P2}=T_0+1$ | |
| 3 | To submit QMP documentation as per management specification. | $T_{2P2}=T_0+1$ | |
| 4 | To check and validate the layout and diagrams of water & air cooling submitted by ITER-India and to generate mutually agreed layout. | $T_{3P2}=T_{2P2}+3$ | Hold Point |
| 5 | To provide updated MTBF values of components to be supplied by Bidder to ITER-India, as an input for the RAMI analysis. | $T_{4P2}= T_{2P2}+3$ | |
| 6 | To provide final list of necessary hardware along with connectors and cables for monitoring and local protection of components to be supplied by Bidder for remote operation & control through LCU. | $T_{5P2}= T_{2P2}+3$ | Hold Point |
| 7 | To participate remotely/in-person as a team with ITER-India in Final Design Review (FDR) conducted with IO and resolve the queries, if any. | $T_{6P2}= T_{5P2}+2$ | |
| 8 | a. Material Procurement as per requirement. b. To fabricate one set of components for 1 RF chain of prototype along with self-support to be supplied by Bidder including custom-built items & tubes identical to Phase 1 c. To fabricate single set of water & air-cooling distribution system as per agreed diagrams. | $T_{7P2}= T_0+12$ | Hold Point for submission of material procurement documents. |

| Sr. No. | Activity | Completion (month) | Probable Hold Points (HP) |
|---------|--|-------------------------|---|
| 9 | To conduct Factory Acceptance Test (FAT) of chain-1 of prototype. | $T_{8P2}=T_{7P2}+1$ | |
| 10 | To submit FAT report of chain-1 of prototype for getting dispatch clearance certificate from ITER-India. | $T_{9P2}=T_{8P2}+0.5$ | Hold Point |
| 11 | To participate remotely/in-person as a team with ITER-India in Fabrication Readiness Review (FRR) conducted with II/IO and resolve the queries, if any. | $T_{FRR}=T_{8P2}+0.5$ | |
| 12 | To deliver (FCA basis) the chain-1 of prototype fabricated by Bidder at ITER-India. | $T_{10P2}=T_{9P2}+1.5$ | |
| 13 | Manufacturing of long-lead items/components like tube, capacitors, cavities, etc. for which design change is not anticipated during the execution of this tender. | $T_{11P2}=T_{10}+7.5$ | |
| 14 | a. To unpack & assemble delivered chain 1 components supplied by Bidder at ITER-India site. b. To verify the compatibility with components/sub-systems provided by ITER-India by generating validation report. | $T_{12P2}=T_{10P2}+1.5$ | Note: All the components / sub-systems provided by ITER-India will be ready to validate at this time. |
| 15 | a. To conduct high power RF test of chain-1 of prototype on matched & mis-matched load supplied by Bidder. b. To prepare & submit site acceptance test report by bidder to II | $T_{13P2}=T_{12P2}+4$ | |
| 16 | a. To check the performance on matched load of HPA-2, Trombone & HPA-3 of phase-1 offered by ITER-India, as per test set up used during R&D. b. To disassemble, & pack HPA-2, trombone & HPA-3 supplied during R&D phase-1 by ITER-India Note: These components will be used as Chain-4 in Unit-1 RF source after necessary modification | $T_{14P2}=T_{12P2}+4$ | |
| 17 | a. Additional material Procurement if required. b. To fabricate chain-2 of prototype to be supplied by Bidder including custom-built items & tubes. c. To fabricate single set of water & air-cooling distribution system as per agreed diagrams. | $T_{15P2}=T_{FRR}+4$ | Hold Point for submission of material procurement documents. |

| Sr. No. | Activity | Completion (month) | Probable Hold Points (HP) |
|---------|--|-------------------------|---------------------------|
| 18 | To conduct Factory Acceptance Test (FAT) of chain-2 of prototype. | $T16_{P2}=T15_{P2}+1$ | |
| 19 | To submit FAT report of chain-2 of prototype for getting dispatch clearance certificate from ITER-India. | $T17_{P2}=T16_{P2}+0.5$ | Hold Point |
| 20 | To deliver (FCA basis) the chain-2 of prototype fabricated by Bidder. | $T18_{P2}=T17_{P2}+1.5$ | |
| 21 | To unpack & assemble delivered Chain 2 components supplied by Bidder at ITER-India site. | $T19_{P2}=T18_{P2}+1$ | |
| 22 | a. Validation of components supplied by ITER-India. b. To conduct high power RF test of chain-2 of prototype on matched & mis-matched load supplied by Bidder. c. To prepare & submit site acceptance test report by bidder to ITER-India | $T20_{P2}=T19_{P2}+3$ | Hold Point |
| 23 | To combine two chains & test Prototype RF source on matched & mis-matched load condition by ITER-India without bidder's participation | $T21_{P2}=T20_{P2}+3.5$ | |
| 24 | To prepare & submit site acceptance test report for combine RF test to IO by ITER-India | $T22_{P2}=T21_{P2}+1$ | Hold Point |
| 25 | To participate remotely/in-person as a team with ITER-India in Manufacturing Readiness Review (MRR) conducted with IO and resolve the queries, if any. | | |
| 26 | a. Additional material Procurement if required. b. To fabricate chain-3 of Unit-1 to be supplied by Bidder including custom-built items & tubes. c. To fabricate single set of water & air-cooling distribution system as per agreed diagrams. | $T23_{P2}=T17_{P2}+4$ | |
| 27 | To conduct Factory Acceptance Test (FAT) of chain-3 of Unit-1. | $T24_{P2}=T23_{P2}+1$ | |
| 28 | To submit FAT report of chain-3 of Unit-1 for getting dispatch clearance certificate from ITER-India. | $T25_{P2}=T24_{P2}+0.5$ | Hold Point |
| 29 | To deliver (FCA basis) the chain-3 of Unit-1 fabricated by Bidder. | $T26_{P2}=T25_{P2}+1.5$ | |

| Sr. No. | Activity | Completion (month) | Probable Hold Points (HP) |
|---------|---|-------------------------|---------------------------|
| 30 | To unpack & assemble delivered components supplied by Bidder at ITER-India site. | $T27_{P2}=T26_{P2}+1$ | |
| 31 | a. Validation of II supplied components. b. To conduct high power RF test of chain-3 of Unit-1 on matched & mis-matched load supplied by Bidder. c. To prepare & submit site acceptance test report by bidder to ITER-India | $T28_{P2}=T27_{P2}+3$ | Hold Point |
| 32 | a. Material Procurement as per requirement for modification of chain-4. b. To deliver the components required for the modification of chain-4 (R&D Chain) c. To modify chain-4 (components of R&D chain) of Unit-1 by ITER-India under the supervision of bidder at ITER-India site d. To modify single set of water & air-cooling distribution system by ITER-India as per agreed diagrams. | $T29_{P2}=T25_{P2}+4$ | |
| 33 | a. To conduct high power RF test of chain-4 (Phase 1 components of R&D chain) of Unit-1 on matched load by Bidder. b. To prepare & submit site acceptance test report by bidder to ITER-India | $T30_{P2}=T29_{P2}+3$ | Hold Point |
| 34 | To combine two chains & test Unit-1 RF source on matched & mis-matched load condition by ITER-India without bidder's participation | $T31_{P2}=T30_{P2}+3.5$ | |
| 35 | To prepare & submit site acceptance test report for combine RF test for Unit-1 to IO by II | $T32_{P2}=T31_{P2}+1$ | |

Assembly & Integration at IO

| Sr. No. | Activity | Completion (month) | Probable Hold Points (HP) |
|---------|--|-------------------------|--|
| 1 | To deliver the prototype RF source to IO (Under ITER-India's Scope) | $T33_{P2}=T22_{P2}+2.5$ | |
| 2 | a. To unpack & assemble the delivered components by Bidder for prototype RF source at IO site, France. b. To verify the compatibility with components/sub-systems provided by IO by generating validation report. | $T34_{P2}=T33_{P2}+3$ | HP: A legal inspection of electrical equipment prior to energization |
| 3 | To check the high-power RF performance of two sets of HPA2 and | $T35_{P2}=T34_{P2}+4$ | |

| Sr. No. | Activity | Completion (month) | Probable Hold Points (HP) |
|---------|--|-------------------------|---------------------------|
| | HPA3 on matched load & to submit test report by bidder. | | |
| 4 | To conduct high power RF test of prototype source on matched load by ITER-India without bidder's participation | $T36_{P2}=T35_{P2}+2$ | |
| 5 | To prepare & submit site acceptance test report by ITER-India. | $T37_{P2}=T36_{P2}+1$ | |
| 6 | To deliver Unit-1 RF source (Under ITER-India's Scope) | $T38_{P2}=T32_{P2}+2.5$ | |
| 7 | a. To unpack & assemble the delivered components by Bidder for prototype RF source at IO site, France. b. To verify the compatibility with components/sub-systems provided by IO by generating validation report. | $T39_{P2}=T38_{P2}+3$ | |
| 8 | To check the high-power RF performance of two sets of HPA2 and HPA3 on matched & mis-matched load & to submit test report by bidder. | $T40_{P2}=T39_{P2}+4$ | |
| 9 | To conduct high power RF test of Unit-1 on matched and mis-matched loads by ITER-India without bidder's participation | $T41_{P2}=T40_{P2}+2$ | |
| 10 | To prepare & submit site acceptance test report by ITER-India. | $T42_{P2}=T41_{P2}+1$ | |

20. Section 15 Annexure-F: Hardware to be delivered by Bidder to interface with LCU; Sub-section 15.1 Phase 2

Inserted para. No. 2 as

All the I&C requirement shall be PCDH [13] compatible.

21. Annexure M: Reference for seismic analysis

In place of

The RF sources (including components supplied by the Bidder) are classified Non-seismic Components but have to be compliant with the following;

The seismic analyses process for ITER components and the corresponding spectrum to be used for the analysis are defined in the [22], [23] & [24].

The purpose of the analysis is to check the behaviour of the components under the loads corresponding to 3 types of earthquake: SL 1, SL 2 and EC8-ULS (defined in Eurocode 8)

Depending on the seismic classification, the Bidder has to demonstrate different or common conditions under the different earthquake events:

For SL 2:

- The RF sources shall not jeopardize the building stability.
 - In particular, the manufacturer shall provide the component response under SL-2.
 - It is part of ITER-India tasks to check for compliance as regard to building stability.
 - Bidder will perform a simulation of HPA2, Trombone and HPA3 behaviour under seismic loads (not connected to the other elements of the RF chain). Bidder will also provide ITER-India with a calculation model of the tubes.

For SL 1:

In compliance with the requirements for Investment Protection, the RF sources shall be designed to be reasonably expected to restart and operate in normal situation after an SL-1 event, without special maintenance or tests. Only analytical calculation for SL1 will be conducted without testing the system on the shake table.

For EC8-ULS

The RF source stability shall be maintained. This guaranties that occupational safety is ensured as per Eurocode 8 criteria. This applied to the area occupied by people.

Bidder will make their best effort to meet the targets in terms of layout, footprint and weight of their delivery, within the limits of the design evolutions requested in this Tender document. Bidder may include in their proposal with maximum numbers of runs for design activities to allow optimisation.

Read As

The RF sources (including components supplied by the Bidder) are classified Non-seismic Components but have to be compliant with the following:

The seismic analyses process for ITER components and the corresponding spectrum to be used for the analysis are defined in the [22], [23] & [24].

The purpose of the analysis is to check the behaviour of the components under the loads corresponding to 3 types of earthquake: SL 1, SL 2 and EC8-ULS (defined in Eurocode 8)

For SL 2:

- The system shall not jeopardize the building stability.
 - In particular, the ITER-India is responsible to provide the component response under SL-2.
 - It is part of ITER-India tasks to check for compliance as regard to building stability.

For SL 1:

In compliance with the requirements for Investment Protection, the RF sources shall be designed to be reasonably expected to restart and operate in normal situation after an SL-1 event, without special maintenance or tests. Only analytical calculation for SL1 will be conducted without testing the system on the shake table.

Bidder will perform a simulation of HPA2, Trombone and HPA3 behaviour under seismic loads (not connected to the other elements of the RF chain).

For EC8-ULS

The system stability shall be maintained. This guaranties that occupational safety is ensured as per Eurocode 8 criteria. This applied to the area occupied by people.

Bidder will make their best effort to meet the targets in terms of layout, footprint and weight of their delivery, within the limits of the design evolutions requested in this Tender document. Bidder may include in their proposal with maximum numbers of runs for design activities to allow optimisation.

ITER-India is responsible to perform seismic analysis of overall RF source as per SL-1, SL-2 & EC-8 ULS as defined in Procurement Arrangement (PA: 2LPWUT) and System Requirement Document (SRD: 28B33K).

Annexure – 3 of Amendment-2

GLOBAL TENDER NOTICE NO: I-I/ET-TPT/25001/25-26 DATED 28-04-2025 (Tender ID: 2025_ITERI_858122_1)

ITER-India's response to pre-bid queries is provided in the last column of below table against pre bid query (Tenderer position) raised by bidder

| Item | Part A (iii) Terms and Conditions of the Contract | Tenderer position | Comments as noted by bidder during meeting on 26th June 2025 | Response from Purchaser |
|--|--|--|--|--|
| Acceptance | <ul style="list-style-type: none">Reference to Part-A (ii). | <p>Tenderer would like to clarify with ITER India if the following conditions could be accepted:</p> <ul style="list-style-type: none">If no notification on Hold Points from ITER-India is received by bidder/contractor during the period of time stipulated, items should be deemed accepted.Issuance of Final Acceptance note shall be issued within 11 working days after SAT of each RF chain; if no issuance within this period Final Acceptance note requirement for invoices shall be deemed fulfilled. | <ul style="list-style-type: none">For the acceptance a report / MOM will be generated and as per ITER process it will pass through Steering committee of ITER and IO will be informed. After review and approval, the report shall be released by ITER and it can be time consuming.So, instead of proposed time line of 11 working days by bidder/contractor, ITER proposes the time line of 21 working days.These criteria will be applicable for all Hold points and acceptance conditions. | <ul style="list-style-type: none">Notification of hold point is by Contractor to the Purchaser and hold point will be governed as per clause no 10.2 of Annexure-A of Part-A(ii).After successful completion of SAT including signature of SAT report by both the Parties, Purchaser will provide Final acceptance note within 21 working days for each RF chain (Refer tender amendment) |
| Components/ subsystems procured by ITER-India | <ul style="list-style-type: none">In Part-A (ii): To check and validate the specification/ performance of components/ subsystems procured by ITER-India (Annexure-H: Description | <p>Tenderer wishes to seek clarification from ITER India regarding the acceptability of the following conditions:</p> | <ul style="list-style-type: none">ITER shall share the interface as well as other relevant documents for which ITER INDIA shall be providing the sub systems for the project in | <ul style="list-style-type: none">As per Annexure-L of Section 21.1 of Part-A(ii) during SAT Contractor will validate the components supplied by the Purchaser before connecting to |

Annexure – 3 of Amendment-2

GLOBAL TENDER NOTICE NO: I-I/ET-TPT/25001/25-26 DATED 28-04-2025 (Tender ID: 2025_ITERI_858122_1)

ITER-India's response to pre-bid queries is provided in the last column of below table against pre bid query (Tenderer position) raised by bidder

| | | | | |
|--|--|--|---|---|
| | <p>of items to be provided by ITER-India).</p> <ul style="list-style-type: none"> Bidder will validate the design of the power supplies of the tubes based on the design data provided by ITER-India and on tests of this design at factory. Provided integration of Bidder's recommendations to ensure adequate use of the tubes, Bidder can verify before SAT the performance of various components of ITER-India design by sampling, based on the measurements performed by ITER-India. The validation remains under the designer's responsibility. Design interfaces will be mutually agreed between Bidder and ITER-India. | <ul style="list-style-type: none"> The list of components/subsystems procured by ITER-India (Part-A II, Annexure-H: Description of items to be provided by ITER-India), shall be compliant with the Supplier's documents on requirements on interfaces, Supplier's shall have no liability on validation on any design of such components/subsystems and ITER-India shall be liable for non-compliance with the requirements, any defects, damage and/or loss resulting from it. In addition, the Supplier shall not bear any financial consequences deriving from the Purchaser delay in performance of its obligations (delivery of components/subsystems, etc.), if any, and will be entitled to reasonable financial compensation. | <p>advance and bidder/contractor will review the interfaces and the test reports. Both parties will bear the cost of their delays respectively.</p> <ul style="list-style-type: none"> Bidder/contractor perspective is that should there be any costs deriving from ITER India delays / components and subsystems procured by ITER India, bidder/contractor should not bear the consequences. ITER will not be compensating for any delay from their side as the compensation could be from sides for their delays. So, both parties will bear their costs for all delays which could impact the SAT. Bidder/contractor acknowledges ITER India | <p>the components supplied by the Contractor. As mentioned in the note below the table-L1 "Financial implication for repair/replacement during tests in newly components supplied by Bidder shall be borne by Bidder and components supplied by ITER-India shall be borne by ITER-India"</p> <ul style="list-style-type: none"> Contractor shall perform Site Readiness Review (SRR) at least 30 working days before SAT at ITER-India (refer tender amendment). Tender terms remain unchanged Liquidated Damages are applicable only on delivery milestones at I-I site and not on SAT activities. |
|--|--|--|---|---|

Annexure – 3 of Amendment-2

GLOBAL TENDER NOTICE NO: I-I/ET-TPT/25001/25-26 DATED 28-04-2025 (Tender ID: 2025_ITERI_858122_1)

ITER-India's response to pre-bid queries is provided in the last column of below table against pre bid query (Tenderer position) raised by bidder

| | | | | |
|-------------------------------------|---|---|---|---|
| | | | viewpoint, however it does not agree to it. | |
| Customer's dependencies | <ul style="list-style-type: none">No specific clause | <p>The tenderer aims to clarify with ITER India if the subsequent conditions can be agreed upon:</p> <ul style="list-style-type: none">If SAT site acceptance test (SAT), assembly, integration and commissioning of components at ITER-India site and/or ITER site (IO) are delayed due to ITER-India, the ITER Organization (IO) and/or any other third party working in the ITER India/ITER site (IO), bidder/contractor should not be held liable for such delay + should be entitled to an extension of time + directly compensated for any additional costs from ITER-India. | <ul style="list-style-type: none">ITER stand is the same as commented above. | <ul style="list-style-type: none">Contractor shall perform Site Readiness Review (SRR) at least 30 working days before SAT at IO (refer tender amendment).Liquidated Damages are applicable only on delivery milestones at I-I site and not on SAT activities. |
| Alteration of specifications | <ul style="list-style-type: none">The Purchaser reserves the right to alter specifications, whenever necessary. As from that date, the supplies shall be in accordance with the specifications so altered which | <ul style="list-style-type: none">Tenderer wishes to seek clarification from ITER India regarding the acceptability of the following underlined conditions: | <ul style="list-style-type: none">ITER can alter the specifications, but in that case a formal discussion has to happen between both parties and a document (MOM) is to be generated signed by both | <ul style="list-style-type: none">In order to have smooth and timely execution of the Contract, following is proposed:It both the parties mutually agrees on impact involving a |

Annexure – 3 of Amendment-2

GLOBAL TENDER NOTICE NO: I-I/ET-TPT/25001/25-26 DATED 28-04-2025 (Tender ID: 2025_ITERI_858122_1)

ITER-India's response to pre-bid queries is provided in the last column of below table against pre bid query (Tenderer position) raised by bidder

| | | | | |
|--|--|---|--|--|
| | <p>the Contractor is bound to comply with.</p> <ul style="list-style-type: none"> In the event of such alteration involving a revision in the cost, or in the delivery period, the same shall be discussed and mutually agreed to, taking into account the unit rates of similar items in the Contract. In case of disagreement, the decision, in the cost or the delivery period, shall be agreed by and between the Purchaser and the Contractor. | <ul style="list-style-type: none"> The Purchaser reserves the right to request to alter specifications, whenever necessary. As from that date, the Parties shall meet to assess the technical impact, impact on schedule and price(s) and terms and conditions and the Contractor will issue a proposal to the Purchaser. Once the Parties agree on the proposal and sign an amendment, the supplies shall be in accordance with the specifications so altered which the Contractor is bound to comply with. Any alterations and changes shall be dealt with in accordance with this clause. | <p>parties indicating the technical / cost / time lines impact.</p> <ul style="list-style-type: none"> ITER suggest that once agreed by both parties, bidder/contractor will continue working on the new technical specs and shall not wait for the necessary AMMENDMEND. Since it will be agreed and highlighted in the MOM, it will be the obligation of ITER to release the Amendment. | <p>revision in cost and/or change in delivery period, a document (may be in form of MoM) will be signed by both the parties and necessary changes shall be implemented without waiting for issuance of formal amendment.</p> |
| TAVS' installation and commissioning duration | <ul style="list-style-type: none"> See Part A (ii) | <p>Tenderer intends to verify with ITER India if the following conditions would be accepted:</p> <ul style="list-style-type: none"> Installation / Commissioning to be limited in duration according to Tenderer's proposal; and any | <ul style="list-style-type: none"> ITER explained as the contract is firm so no deviation in price or generation of delays will be appreciated. The delays can happen on both sides and we will bear our costs e.g Travel / | <ul style="list-style-type: none"> No compensation for such events as it may occur during FAT at Contractor's end also. Tender terms and conditions remain unchanged |

Annexure – 3 of Amendment-2

GLOBAL TENDER NOTICE NO: I-I/ET-TPT/25001/25-26 DATED 28-04-2025 (Tender ID: 2025_ITERI_858122_1)

ITER-India's response to pre-bid queries is provided in the last column of below table against pre bid query (Tenderer position) raised by bidder

| | | | | |
|---------------------------|--|--|---|---|
| | | additional time period on site should be subject to quote/invoice. | <p>accommodation costs which both parties will incur in case of any delay from either side.</p> <ul style="list-style-type: none"> Bidder/contractor viewpoint is that it will quote a number of missions for SAT Installation and commissioning services in its offer, any change in the duration of mission/number of missions, if not due to bidder/contractor, shall not be borne by bidder/contractor | <ul style="list-style-type: none"> Liquidated Damages are applicable only on delivery milestones at I-I site and not on SAT activities |
| Liquidated damages | <ul style="list-style-type: none"> If the Contractor fails to deliver any of the deliverables as mentioned under Original Delivery Schedule as per Annexure-E of part-A(ii) i.e. <ul style="list-style-type: none"> First Chain (refer Sr. No. 12), Components for HPA2 (refer Sr. no. 16), Second Chain (refer Sr no. 21), | <p>Tenderer seeks to understand from ITER India if the following conditions are acceptable:</p> <ul style="list-style-type: none"> LDs only applicable on delivery of each Chain (1st, 2nd and 3rd). Grace period of 60 days Reduce LDs to 0,2% of total price for one RF Chain | <ul style="list-style-type: none"> ITER India clarified that the list of penalized milestones (1st chain, components for HPA2, 2nd chain, 3rd chain, components for modification in existing chain and spare tubes) is the complete/exhaustive list of penalized milestones. | <ul style="list-style-type: none"> LDs only applicable on delivery of Chain (1st, 2nd and 3rd), modifications in existing chain and spare tubes as per clause no. 1.9.3.1 of Part-A(iii). Liquidated Damages are not applicable on SAT activities Other than LD, Purchaser's reserves the right to terminate for default once the cap is |

Annexure – 3 of Amendment-2

GLOBAL TENDER NOTICE NO: I-I/ET-TPT/25001/25-26 DATED 28-04-2025 (Tender ID: 2025_ITERI_858122_1)

ITER-India's response to pre-bid queries is provided in the last column of below table against pre bid query (Tenderer position) raised by bidder

| | | | | |
|--|--|---|---|---|
| | <ul style="list-style-type: none">▪ Third Chain (Sr. no. 29),▪ Modification in existing chain (refer Sr no. 32) and▪ Spare Tubes (Sr. No. 32) and the delay or part thereof is attributable to the Contractor, <p>the Purchaser shall recover from the Contractor as liquidated damages sum of half percent (0.5 percent) of the price for respective Items (First Chain/Components for HPA2/Third Chain/Modification in existing chain/spare tubes) 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 the total price of respective deliverable.</p> <ul style="list-style-type: none">• Termination for default in the event cap is reached. | <ul style="list-style-type: none">• Reduce Cap to 1% of total price for one RF Chain• Sole remedy except for the right to terminate for default once the cap is reached + 3,5 months | <ul style="list-style-type: none">• ITER explained the LD clause has been originated by the DAE under Govt of India rules and no change is possible or shall be approved.• Bidder/contractor mentioned that changes to LDs clause were possible for the contract discussed last year between bidder/contractor and ITER India. Bidder/contractor will review this clause and its impact, and will assess if it would request deviations. In any case, bidder/contractor would have to tailor its offer to the financial risk entailed by this clause.• Bidder/contractor asked how the LD will be imposed on the components to be made available for the R&D chain (Phase 1). ITER explained that LD will be applicable on the list of items to be supplied | reached + 14 weeks (refer tender amendment) |
|--|--|---|---|---|

Annexure – 3 of Amendment-2

GLOBAL TENDER NOTICE NO: I-I/ET-TPT/25001/25-26 DATED 28-04-2025 (Tender ID: 2025_ITERI_858122_1)

ITER-India's response to pre-bid queries is provided in the last column of below table against pre bid query (Tenderer position) raised by bidder

| | | | | |
|-----------------|--|---|--|---|
| | | | by bidder/contractor and it shall be applicable on the amount of each item that has been delayed ??? | |
| Warranty | <ul style="list-style-type: none"> • If the Contractor fails to replace the damaged/defective items within the agreed time period during the warranty period, the Purchaser at his option either: <ul style="list-style-type: none"> -Replace or rectify such defective items and recover the actual costs so involved from the Contractor -Acquire the defective items at a reduced price considered equitable under the circumstances. | <p>Tenderer aims to clarify with the client if the subsequent conditions can be agreed upon:</p> <ul style="list-style-type: none"> • Removal of right to repair/replace at bidder/contractor costs considering other remedies available under contract in the event of failure. • Contract warranty is the only applicable warranty as discussed in former contracts. <p>(as per contracts precedents)</p> | <ul style="list-style-type: none"> • Bidder/contractor explained that it will make its best efforts to try to repair but it might be that a technical issue takes more time to resolve than the initial agreed period to remedy. bidder/contractor requests not to bear the costs of a 3rd party trying to repair as due to specificity of the Items it could be that only bidder/contractor could repair. In addition, bidder/contractor reminds that under the contract ITER India have other remedies in the event of failure to repair (BG, liability clause...) that it may use. | <ul style="list-style-type: none"> • Tender terms remain unchanged |

Annexure – 3 of Amendment-2

GLOBAL TENDER NOTICE NO: I-I/ET-TPT/25001/25-26 DATED 28-04-2025 (Tender ID: 2025_ITERI_858122_1)

ITER-India's response to pre-bid queries is provided in the last column of below table against pre bid query (Tenderer position) raised by bidder

| | | | | |
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| | | | <ul style="list-style-type: none">• ITER India position: The first remedy will be bidder/contractor shall repair / replace the item. If not ITER will get the item repaired / replaced from some other vendor and bidder/contractor will bear the cost.• Bidder/contractor will review this clause and its impact, and will assess if it would request deviations. In any case, bidder/contractor would have to tailor its offer to the financial risk entailed by this clause. | |
| Intellectual Property Rights (IPR) | <ul style="list-style-type: none">• Annexure D of part A (ii) | <p>Tenderer intends to verify with ITER India if the following conditions could be agreed taking into account nature of supply:</p> <ul style="list-style-type: none">• Bidder/contractor retains full ownership of background, no development foreseen in the frame of this contract so no title of | <ul style="list-style-type: none">• bidder/contractor position: no development is foreseen in the frame of this contract so the conditions provided for in Annexure D of Part A (ii) in relation with Generated Intellectual Property shall not be applicable. | <ul style="list-style-type: none">• Annexure – D of Part-A(ii) is mandatory provision as per the agreement between IO and all Domestic Agencies (DAs) and contractor needs to comply with the same. |

Annexure – 3 of Amendment-2

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| | | intellectual property is transferred to ITER-India. (as per contracts precedents) | <p>Bidder/contractor will send the Background intellectual property list to ITER India.</p> <ul style="list-style-type: none"> ITER India position: ITER insisted that P1 GIP will remain the same and it will not be considered as the back-ground IP. Bidder/contractor shall share the P1 GIP, New IP during P2 might be generated and it will be called P2 GIP. | |
| Termination for default | <ul style="list-style-type: none"> To purchase from elsewhere, after (thirty) 30 days' notice to the Contractor, on 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 | <p>Tenderer wishes to seek clarification from ITER India regarding the acceptability of the following conditions:</p> <ul style="list-style-type: none"> Bidder/contractor would request to delete as this remedy is not appropriated due to the specificity of Items and not included in former contract. Other remedies are provided for in the event of default. (as per contracts precedents) | <ul style="list-style-type: none"> ITER India position: <p>ITER insisted that this clause cannot be deleted and if bidder/contractor wants to protect itself it can increase the time capping from 30 days to xx days.</p> <p>Bidder/contractor should also consider that they accepted this clause in the Phase 1.</p> | <p>1.14.2.1.a - 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 (10 weeks) till which the maximum LD amount is reached +14 weeks (refer Tender amendment).</p> <p>1.14.2.1.b - If the Contractor fails to perform any other obligation(s) under the Contract within the</p> |

Annexure – 3 of Amendment-2

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| | respect of the consignments not yet due for supply. | | <ul style="list-style-type: none">Bidder/contractor position: Bidder/contractor would request to delete as this remedy is not appropriated due to the specificity of Items (no other supplier could manufacture the items that bidder/contractor provides) and not included in the last negotiated contract in 2024. Other remedies are provided for in the contract in the event of default. | <p>period specified in the Contract or any extension thereof granted by the Purchaser</p> <p>1.14.2.2 - 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</p> <p>a. Forfeiture of Security Deposit and/or Advance Bank Guarantee after adjusting the advance paid against supplies delivered and accepted (Refer Tender Amendment)</p> <p>b. Recovery of Liquidated Damages (LD) as per the Contract</p> <p>c. To be Deleted (Refer Tender Amendment)</p> |
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Annexure – 3 of Amendment-2

GLOBAL TENDER NOTICE NO: I-I/ET-TPT/25001/25-26 DATED 28-04-2025 (Tender ID: 2025_ITERI_858122_1)

ITER-India's response to pre-bid queries is provided in the last column of below table against pre bid query (Tenderer position) raised by bidder

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| Termination for convenience | <ul style="list-style-type: none"> If at any time after acceptance of the tender / during execution of work, the Purchaser shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Purchaser shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the contract. | <p>The tenderer aims to clarify with ITER India if the subsequent conditions can be agreed upon:</p> <ul style="list-style-type: none"> In the event ITER-India terminates the Contract for convenience: <p>ITER-India shall compensate bidder/contractor for work performed, work in progress + and an amount to be mutually agreed for terminating the Contract (as per contracts precedents) + addition of a 90 days notice period</p> | <ul style="list-style-type: none"> Bidder/contractor s explained due to foreclosure there will be a financial impact on bidder/contractor for all the material procured, other production costs, NM los, other opportunities lost. ITER maintained no and they can compensate the material / operational costs loss, but not the net margin and other opportunities lost as per clause 1.14.1.3 Bidder/contractor will review this clause and its impact, and will assess if it would request deviations. In any case, bidder/contractor would have to tailor its offer to the financial risk entailed by this clause. ITER is ok for the addition of 90 days notice period. | <ul style="list-style-type: none"> There is no clause for termination for convenience, however, clause no. 1.14.1 is for Foreclosure of Contract and as per clause no. 1.14.3 <p>the event of foreclosure of the Contract under sub-clause 1.14.1, the Purchaser shall pay to the Contractor the full amount at Contract rates, properly attributable to supplies/services completed and/or the parts of the items/services supplied by the Contractor and accepted by the Purchaser as of the date of foreclosure on mutually agreed basis, in case the unit rates are not available in the Contract.</p> <p>90 days notice period is agreed (refer tender amendment)</p> |
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Annexure – 3 of Amendment-2

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| Item | Part A (iii) Terms and Conditions of the Contract |
|----------------------|--|
| Payment terms | <ul style="list-style-type: none">• Payment terms were discussed shortly during the call.• Bidder/contractor explained we will not be able to build the proposal based on the payment milestones given.• Bidder/contractor shall need more than 65 % before dispatch and the right figure shall be communicated in the proposal. <p>ITER-India response – Payment terms as per tender remains unchanged. The first three payment milestones are on total contract value.</p> |
| Pending docs | <ul style="list-style-type: none">• In the appendixes we don't find the model for Security Deposit Bank Guarantee for 5% of total price and the one for the LC. <p>OR we could re-use the ones for the "spares" contract</p> <p>ITER-India response – SDBG format is as per Annexure-1 of Part-A(iii). LC format will be mutually agreed before opening of LC.</p> |