

Tender No: **GEM/2025/B/6267679** dated **12-06-2025**

Following are the summary of responses to the queries.

Query No.	Ref. Tender Part / Section No.	Ref. Clause No. / Page No.	Description of the query	Response of ITER-India
1	Part-A(III) / clause 1.9.5.4 Payment Schedule	Table 3, Sr. No. 04 / Page No: 18 & Table 5, Sr. No. 04 / Page No: 19	Tax invoice for 100% Value of supply will be raised at the time of dispatch of goods which will happen at milestone Sr. no 3 of Table 3 & 5. Therefore for Sr. No. 4 of Table 3 & 5, 'Payment against successful completion of Final Site acceptance at PURCHASER's SITE of all the deliverables specified in the Contract', Duly certified Invoice in triplicate shall be replaced by Proforma invoice .	Agreed for Proforma Invoice (Sr. No. 4 of Table 3 & 5), Refer GeM Bid Corrigendum-1
2	Part-A(III) / clause 1.9.5.4 Payment Schedule	Table 4, Sr. No. 01, 02 and 03 / Page No: 18 & Table 6, Sr. No. 01, 02 and 03 / Page No: 19	Invoice can be raised by us only if completion certificates corresponding to each milestone can be issued by ITER-India. If corresponding certificates cannot be issued then "Invoice" to be replaced by " proforma Invoice ".	Relevant documents/certificates will be issued on completion of these milestones. Hence, Invoice need to be issued for these milestones. Refer GeM Bid Corrigendum-1
3	Part-A(III) / clause 1.18 (LD for Supply part)	Clause 1.18.1/ Page No: 26	<ol style="list-style-type: none">1. The final amended Contract Value based on impact of Price Variation shall not be taken for LD evaluation2. Liquidated damages shall be calculated on Delayed Supplies only but not on entire contract Value.3. As the duration of the project is more, min% of LD deduction shall be 0.25% in place of 0.5%. Same is being followed by other customers like NPCIL.	Price Variation clause is as per the standard purchase policy. Tender terms/specifications remain unchanged.

**Response to Pre-bid queries/Clarifications****GeM Bid No.
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Query No.	Ref. Tender Part / Section No.	Ref. Clause No. / Page No.	Description of the query	Response of ITER-India
4	Part-A(III)/ clause 1.19 (LD for Supervision part)	Clause 1.19.1/ Page No: 26	<ol style="list-style-type: none">1. The final amended Contract Value based on impact of Price Variation shall not be taken for LD evaluation2. Liquidated damages shall be calculated on Delayed Supervision part only but not on entire contract Value.3. As the duration of the project is more, min% of LD deduction shall be 0.25% in place of 0.5%. Same is being followed by other customers like NPCIL.	<p>Price Variation clause is as per the standard purchase policy.</p> <p>Tender terms/specifications remain unchanged.</p>
5	Part-A(III) / clause 1.8- Guarantees	Clause 1.8.2/ Page No: 11	Statement “Public sector enterprises are allowed to submit Corporate Guarantee in place of Bank Guarantee”, appears for the clause 1.8.1, this shall also be placed under Clause 1.8.2 related to APBG	Agreed. Refer GeM Bid Corrigendum-1
6	GEM bid document	Clause 9 (Delivery days) Page No: 8	<p>Delivery days for Supply & Supervision: 1215 days (for EC MHVPS) and Delivery days for supply & Supervision: 1920(for IC HVPS) is mentioned in Bid document</p> <p>Delivery period specified in GEM bid document is not matching with Delivery milestones mentioned @ clause 10(Table 3) of Part-A(II-1) and clause 10(Table 2) of Part A(II-2). Kindly clarify.</p>	<p>GEM portal permits maximum delivery period of 730 days. To align with II requirement, revised delivery dates are provided in the Buyer Added Bid Specific ATC (section 9) of Published GEM Tender. However, segregation of the Supply & Supervision part will be provided for clarity.</p> <p>Refer GeM Bid Corrigendum-1</p>

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Query No.	Ref. Tender Part / Section No.	Ref. Clause No. / Page No.	Description of the query	Response of ITER-India
7	Part A(III)	Clause 1.13.5 (Insurance) Page No: 22	<p>Storage Insurance/Contractor's All risk insurance policy and Third party liability insurance will be taken for the "Supply portion" and will be valid only till Invoice is raised by supplier. As Price basis is FCA(Supplier's site), Insurance during transportation and Foreign insurance at site , shall be taken by ITER-India. Please confirm.</p> <p>Also, What is a definition of 'Notional Transfer of Ownership' to ITER-India at FCA (Supplier's site) and How this effects the site responsibility.</p>	<p>ITER-India will take notional transfer of ownership at FCA (supplier's site). Transit insurance from FCA (supplier's site) to IO site and insurance at Site for the supplied equipment shall not be under Contractor's scope. Insurance of Personnel deployed at site by the Contractor shall be Contractor's responsibility.</p> <p>'Notional Transfer of Ownership' will allow ITER-India to take physical custody of equipment during transit from FCA (Supplier site) to Purchaser site at France, However Supplier/Contractor remains responsible for Performance/Functional demonstration of the equipment during the Final Site Acceptance.</p>
8	Part A(III)	Clause 1.9.2.1(Price variation formula for Supply portion) Page No: 13	Maximum utilization of our manpower will be during FAT final stage. Hence, request you to modify the subscript 1 for labour component as "Indices as on 90 days prior to the date of DRR of unit/s". The same is being followed for other customers.	Tender terms/specifications remain unchanged.

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Query No.	Ref. Tender Part / Section No.	Ref. Clause No. / Page No.	Description of the query	Response of ITER-India
9	Part A(III), Clause 1.9.2.2 (Price Variation Formula for Site Supervision portion)	Page No: 14	Maximum utilization of our manpower will be during Acceptance test. Hence, request you to modify the subscript 1 as “prevailing on last date of the month previous to the actual date of satisfactory completion of Acceptance tests”. The same is being followed for other customers like NPCIL.	The peak of project execution (Supervision part) is expected at half period in terms of manpower utilization. Tender terms and specifications remain unchanged.

Query No.	Ref. Tender Part / Section No.	Ref. Clause No. / Page No.	Description of the query	Response of ITER-India
10	Part A(I), Annexure-A4(I): Unpriced Bid format for EC MHVPS & Annexure-A4(II) Unpriced Bid format for IC HVPS	Table 13, Page No: 30 & Table 19, Page No: 34 Applicable rate of GST@0.1% on supply part as per Notification no: 40/2017- Central Tax (Rate), Notification No.40/2017-State Tax (Rate) both dated 23rd October 2017 or Notification No.40/2017—Integrated Tax(Rate) dated 23rd October, 2023	<p>Please offer your confirmation for the following: Indemnity Clause – Compliance with Notification No. 41/2017 – Central Tax (Rate)</p> <p>The Buyer acknowledges that the concessional rate of Goods and Services Tax (GST) applicable on the supplies under this Agreement is subject to compliance with the conditions prescribed in Notification No. 41/2017 – Central Tax (Rate) dated 23rd October 2017 (as amended from time to time), issued under the Central Goods and Services Tax Act, 2017.</p> <p>In the event the Buyer fails to comply with any of the conditions laid down in the said Notification, thereby rendering the Seller ineligible to apply the concessional GST rate on the supply, the Buyer agrees to indemnify and hold harmless the Seller from and against all liabilities, including but not limited to:</p> <ul style="list-style-type: none"> • Differential GST payable due to ineligibility of the concessional rate; • Interest, penalties, or any other levies imposed by the tax authorities as a result of such non-compliance; and • Any legal or administrative costs incurred by the Seller in connection therewith. • The Buyer shall reimburse the Seller for such amounts within [X] days of receiving written intimation from the Seller along with documentary evidence of such liability. 	<p>GST shall be applicable as per the prevailing rate under applicable notification</p> <p>Refer GeM Bid Corrigendum-1</p>

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Query No.	Ref. Tender Part / Section No.	Ref. Clause No. / Page No.	Description of the query	Response of ITER-India
11	Part-A(II-1), Annexure-B: Technical Specifications for EC MHVPS & Part-A(II-2): Annexure-B, Technical Specifications for IC HVPS	Section 3.2, Page No: 11 & Section 3.2, Page No: 10	Please provide approximate lengths for 22kV MV cable that are to be interfaced with PPEN for EC-MHVPS and IC-HVPS	Length for 22kV MV cable that are to be interfaced with PPEN for each EC-MHVPS / IC-HVPS is ~35m.
12	Part A(III) / clause: 1.12 Inspection and Despatch Clearance	Clause 1.12.1.4, Page No: 20	If ITER-India lab test facility is to be used for unit-1 extended FAT for EC MHVPS and IC HVPS, How much will be the Utilization charges?	Charges against utilizing ITER-India Test facility for Extended FAT shall be published. Refer GeM Bid Corrigendum-1
13	Part A(II-1), Annexure A: Management Specifications for EC MHVPS & Part A(II-2), Annexure A: Management Specifications for IC HVPS	Section 9.2- Design Document requirements, Page No: 11 & Section 9.2- Design Document requirements, Page No: 11	Please confirm ITER-India will provide Remote access of CAD software like CATIA and diagram software like SEE, SSD to the supplier during the execution of the contract for EC MHVPS and IC HVPS.	Remote access of ITER Enovia database and SSD database shall be provided through ITER-India. Remote works using SEE Electrical software is not feasible, it is recommended that supplier/contractor shall have facility of its own to produce diagrams in SEE electrical.
14			Suggestion to remove Reverse Auction Clause as it is High Value tender.	Tender terms and specifications remain unchanged.

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15	Part A (III)	Clause 1.9.5.4.1, Table 04, Sr. no. 1.	Will the payment of 10% of contract value also includes the Advance payment of GST on the site supervision Part.	Applicability & payment of GST on Advance for supervision part shall be paid as per the rules.
16	Part A(III)	Clause 1.9.2, Price variation	Website reference for sources of Material & labour indices is to be provided.	Agreed, Website reference for material and labour indices shall be provided. Refer GeM Bid Corrigendum-1
17	Part A(I)	Section 1, EEC	We have supplied similar HV Pulsed power supply (body power supply) to IPR with lesser power rating for gyrotrons. .	Proven experience of HVDC power supplies (at specified Voltage and Power level) is essential and is the important aspect of the Eligibility criteria.