

## **Bid Specific Additional Terms & Conditions (ATC) – Corrigendum-1**

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/6325478 for Development and Supply of Large Bore all-metal Vacuum Valves</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: Development and Supply of Large Bore all-metal Vacuum Valves**

**GeM Bid No.**

**GEM/2025/B/6325478**

<b>Title</b>	<b>Development and Supply of Large Bore all-metal Vacuum Valves</b>
<b>Sub Title</b>	<b>PART-A(IA): Essential Eligibility Criteria</b>

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



## 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. Bidding as Consortium shall not be allowed. 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. The details of pre-requisite infrastructure the bidder is required to have in-house is provided in **Table-1** & Table-2 below.

*Table 1: Essential Eligibility Criteria*

Sr. No.	EEC	Documentary evidences to be submitted in bid	Document ref. submitted in bid (Details to be filled by bidder and attach this table as part of bid document)
1	The bidder shall be any Indian Entity	Company registration certificate or other relevant document	Company registration dated ----- or other relevant document ref.-- --- and date -----
2	The Bidder shall have valid ISO 9001:2015 certification.	Valid ISO 9001:2015 certificate	ISO 9001 certificate valid upto - -----
3	<b>Experiences (Each of the experience listed below shall be within 15 years as on the date of issue of this Tender):</b> <b>(i)</b> The Bidder shall have designed and manufactured valve complying with ASME Sec III NB or ASME Sec III NC or RCC-MR <b>(ii)</b> The bidder shall have designed and manufactured valve of at least 1.6 meter bore diameter <b>(iii)</b> The bidder shall have designed and manufactured metal seated / metal sealed valve. <b>(iv)</b> The bidder shall have designed and manufactured valve of 200 mm dia or higher and was tested for He leak tightness at least of the order of $10^{-7}$ mbar/s <b>(v)</b> The bidder shall have experience in seismic design of valve	For each of the mentioned criteria (i) to (iv), <b>separate evidences</b> shall be provided as below:  Copy of unpriced PO / contract, technical document (which establishes the mentioned criteria) and Work completion certificate issued by the client / dispatch clearance / acceptance test report approved by the client or its Third Party Inspection Agency (TPIA). Bidder can submit single PO which complies with one or more type of experience jointly.  For criteria (v) Copy of PO / contract, technical document (which establishes the seismic design through Finite Element Analysis (FEA) / calculation) approved by client / TPIA	For (i) to (iv) PO no. ----- dated ----- along with Work completion certificate issued by the client / dispatch clearance / acceptance test report approved by the client or its TPIA.  (v) PO no. ----- dated ----- along with technical document (which establishes the seismic design through FEA / calculation) approved by client / TPIA
4	<b>Infrastructure:</b> Clean room with min. ISO class 7 certification with size of at least area of 120m <sup>2</sup>	Photograph(s) along with general area drawing (which shall bring out the size of clean room) of the clean room and with valid certificate (issued by independent certification agency) to establish the clean room with min. ISO class 7 certification with size of at least area of 120m <sup>2</sup>	Size of Clean room ----- with photograph and general area drawing of clean room. Certificate ref. ----- for minimum ISO class 7
5	<b>Commercial:</b> Average yearly turn-over of min 40 Crore INR for any three consecutive Financial Year (FY) out of FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24	Audited financial statement / CA certificate for respective FY	Audited financial statement for FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 or CA certificate for FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 (Strike out the FY which is not submitted. Any three consecutive out of four mentioned here are to be submitted)



The bidder is required to have the following infrastructure as per Table-2 in-house. The necessary evidences as mentioned below shall be provided in response to this tender.

Bidder shall note that, in case such facilities (listed in below Table-2) are not available at the time of bid submission, the same shall be established within 6 months from the award of GeM Contract. In such case, bidder shall submit a letter of declaration that these facilities with the mentioned requirements shall be established within 6 months from the date of GeM Contract.

The bids shall be evaluated only if either the infrastructure or the declaration is available along with the bid submission.

*Table-2 Pre-requisite infrastructure*

Sr. No.	Infrastructure required	Documentary evidences to be submitted in bid	Document ref. submitted in bid (Details to be filled by bidder and attach this table as part of bid document)
1	In-house precision machining center capable of handling size of at least 1m x 1.5m.	Details of machine which establishes the Inhouse precision machining center capable of handling size of at least 1m x 1.5m.	Details of Machine in terms of size ----
2	Inhouse Precision measurement capabilities (Laser tracker / table top CMM / portable CMM/ equivalent) that can measure dimensions up to 3m.	Details of precision measurement instrument which establishes the inhouse Precision measurement capabilities (Laser tracker / table top CMM / portable CMM/ equivalent) that can measure dimensions up to 3m.	Details (in terms size that can be measured) of Laser tracker----- or table top CMM ----- or portable CMM-----or equivalent used as precision measurement instrument-----

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



### 1.1 Bidder eligibility and other applicable conditions

- a. 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 & industry in this regard. **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.**
- Class-I Local Suppliers and Class-II Local Suppliers will submit duly signed **Self-certification under preference to Make in India order** on their letter head as per **Annexure-A1: FORMAT FOR LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER** to be submitted along with the offer/bid failing which bid may not be considered for further evaluation.
- b. 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.
- c. **No exemption with respect to "Bidder Turnover Criteria" and "Experience Criteria" will be given to a Micro or Small Enterprise. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.**
- d. **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). If the bidder is a Start-up recognized by DPIIT, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer**
- e. **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.**
- Any bidder from a country which shares a land border with India (<https://mea.gov.in/india-and-neighbours.htm>), excluding countries as listed in the website of Ministry of External Affairs (<http://meadashboard.gov.in/indicators/92>), 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 (<https://dpiit.gov.in/sites/default/files/Revised-Format-Bidders-31March2021.pdf>) 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.
- Self-declaration regarding bidder not belonging from a country which shares/not shares land border with India as per **Annexure-A2: Self-declaration by Bidder of a country sharing/not sharing land border with India** should be uploaded on e-Tendering portal along with other documents.
- 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.



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In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate as per [Annexure-A2](#).

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/6325478 for “Development and Supply of Large Bore all-metal Vacuum Valves”**.

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/6325478 for “Development and Supply of Large Bore all-metal Vacuum Valves”**.

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/6325478 for “Development and Supply of Large Bore all-metal Vacuum Valves”

**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>Development and Supply of Large Bore all-metal Vacuum Valves</b>
<b>Sub Title</b>	<b>PART-A(IB): Instructions to Bidders and Bid Submission format</b>

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





## 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/6325478 (Two Part Open Tender)** for “**Development and Supply of Large Bore all-metal Vacuum Valves**” 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 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): Technical and Management Specifications, Scope of Supply & Scope of Work
d.	Part-A(III): Terms and Conditions of the Contract
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 on <b>30<sup>th</sup> June 2025</b> Time – <b>10:00 a.m. to 12:30 p.m.</b> , in-person/ remotely (online) via MS Teams at ITER-India, IPR. 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.
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>26<sup>th</sup> June 2025</b> .
d.	The bidders are required to furnish in writing their pre-bid queries (both technical and commercial) latest by <b>26<sup>th</sup> June 2025</b> . The bidders are required to submit the pre-bid queries if any, strictly as per the enclosed format ( <b>Annexure-B10</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 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. Hence, bidders are advised to check ITER-India website regularly.
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. **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.**
- 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. 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.
- i. 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).
- j. 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 **Technically Qualified Bids**.
- k. Price bids (Part-B of bid) of only **Technically Qualified Bids** will be opened through GeM portal by the Purchaser after carrying out qualification/dis-qualification of received bids on GeM.

#### 2.4 Evaluation of Part-B bids

- 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 (**Annexure-B7**) 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).

#### 2.5 Precedence

- a. In case of Conflict between the parties, the decision of Purchaser shall have precedence over this GeM bid/Tender.

#### 2.6 Acceptance/Rejection of Bids

- 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.
- d. It is expected from the Bidders/ suppliers/ contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, for the purposes of this provision, the terms set forth below shall mean as under:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-



competitive levels and to deprive the Purchaser of the benefits of free and open competition

(iii) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels

A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent and collusive practices as mentioned above in competing for the contract in question. The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged

## 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.

### 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>➤ Filled Table-1 along with 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/ EMD-Bank Guarantee (EMD-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 <b>Technical Compliance Matrix</b> as per <b>Annexure-B5</b> of Part-A(IB) for compliance of <b>Part-A(II)</b> Scope of Supply, Work and Technical Specifications</li> <li>➤ Duly signed and stamped <b>Project Realisation Plan (PRP)</b> as per format provided as <b>Annexure-B9</b> of Part-A(IB)</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-B4</b> of Part-A(IB) 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-B4</b> of Part-A(IB) of the tender duly tick marked on applicable point of Sr. No. 4 along with list of deviations in Part- A(III), if any. (<b>Note: only one set of Annexure-B4 to be submitted against Sr. No. 4 &amp; 5 of this Table-3</b>)</li> <li>➤ Provide confirmation/compliance with Commercial Terms &amp; Conditions (Part-A(III) as per <b>Annexure-B6</b></li> </ul>	

		of Part-A(IB) ➤ Unpriced Bid Format as per <b>Annexure-B2</b> of Part-A(IB).	
6	Self-Declarations for MII and Bidder of a Country sharing land border with India	➤ <b>Annexure-A1</b> and ➤ <b>Annexure-A2</b> of Part-A(IA)	
7	Price Fall Clause Certificate	➤ Provide duly signed and stamped certificate as per <b>Annexure-B7</b>	
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



**Title: Development and Supply of Large Bore all-metal Vacuum Valves**

GeM Bid No.

GEM/2025/B/6325478

1	Price Bid (through GeM System)	Submit price bid (along with the price break up) in prescribed format	Annexure-B3: Price Break-up Format	<b>Yes / No</b>
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**Note: The bidder shall submit duly filled, signed and stamped Price Break-up (PDF file) as per Annexure-B3 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	

Authorized signatory of Bidder

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 Development and Supply of Large Bore all-metal Vacuum Valves**

Description	*Total Price in (Rs.) (Quoted Yes/No)
<b>Development and Supply of Large Bore all-metal Vacuum Valves</b>  Contract-1 (Prototype and Design of Main Valve) + Contract-2 (Mfg., Inspection, Testing and supply of the main valve)	Yes/No

Note: \* Total price as per Table-A 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 of Total Price in separate pdf file as per **Annexure-B3** 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	The Total price quoted as per Table-A is inclusive of design, manufacturing, testing, documentation, all deliverables as per Part-A(II) including mandatory prototypes, 400 mm bore dia valve, 1000 mm bore dia valve, main valve 1.6 m bore dia, <b>mandatory spares</b> and for complete scope of work and scope of supply as per Part-A(II)	
2	<b>L1 will be derived as per</b> * Total price quoted against GeM bid as per Table-A (above) which is including applicable taxes & duties and any other charges (if applicable)	
3	Value of Contract-1 (A+B+C+D) shall not be greater than <b>35%</b> of the total contract value (X)-Refer Annexure -B3 for details	
4	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>9.3.4.10</b> of Part-A(III)	
5	Unit rate/s should be valid throughout the validity of Contract for addition/deletion purposes.	
6	Each Party shall bear their own expenses for visiting to other Party's site concerning execution of the order/contract.	
7	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: Items under Contract-1 shall be delivered on Free Door Delivery basis	Yes / No (In case of No, details of deviation to be specified)
Delivery Basis Items under Contract-2 shall be delivered on FCA Contractor's factory as per INCOTERMS 2020	Yes / No (In case of No, details of deviation to be specified)
Price Basis: Offered Prices on GeM for,	Yes / No (In case of No, details of deviation to be specified)



Title: Development and Supply of Large Bore all-metal Vacuum Valves

GeM Bid No.

GEM/2025/B/6325478

1) Contract-1 shall be on all inclusive basis i.e. including all taxes (applicable GST), duties, local levies / transportation / loading-unloading charges etc. as per GeM GTC	
2) Contract-2 shall be based on FCA Contractor's factory as per INCOTERMS 2020 and inclusive of GST@0.1%	
Applicable Rate of Goods and Service Tax (GST) @0.1% on Contract-2. Export of the items under Contract-2 shall be carried out as per the provisions of Notification No. 40/2017-Central Tax (Rate), Notification No. 40/2017-State Tax (Rate) both dated 23rd October, 2017 or Notification No. 41/2017--Integrated Tax (Rate) dated 23rd October, 2023	Yes / No (In case of No, details of deviation to be specified)
Applicable Rate of Goods and Service Tax (GST) included in the quoted price for Contract-1	To be specified
HSN code of offered item(s)	To be specified
Committed delivery period – Tender delivery period as per clause no. 6.2 of Part-A(III) will apply	Yes / No (In case of No, details of deviation to be specified)
Bid Validity Period – 120 days from date of opening of Technical Bid	Yes / No (In case of No, details of deviation to be specified)
Declared local content in the offered item as per Annexure-A1 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 Annexure-A2 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. 9.3.4.10 of Part-A(III)	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.

Price break-up format		
Sr. No.	Items	Value (INR) inclusive of taxes, duties and any other charges
Contract-1 (Prototype and Design of Main Valve)		
1	Prototype (refer list as per Section 9.1 of Part-A(II)) -	A
2	All Metal Valve with 400mm bore dia-	B
3	All Metal Valve with 1000mm bore dia-	C
4	Design and engineering cost of Main valve	D
Contract-2 (Mfg., Inspection, Testing and supply of the main valve including mandatory spares)		
5	Manufacturing, inspection, testing and supply of the Main valve including mandatory spares	E
Total Contract Value (Contract-1 + Contract-2)		X (= A+B+C+D+E)
Note:	Value of Contract-1 (A+B+C+D) shall not be greater than 35% of the total contract value (X)	

**Note:**

One framework contract shall be split into two contracts (contract-1 and contract-2) for the ease of execution and monitoring.

**Total as per Annexure-B3 Price Break-up must match with the Total Price in (Rs.) as per Table-A (Un-priced Bid Format) above, quoted on GeM portal.**

Declaration	We certify that the above mentioned unit rate and total price for <b>Contract-1</b> is inclusive of all applicable Taxes & Duties and on Free Door Delivery Basis and price for <b>Contract-2</b> to is based on FCA Contractor's factory as per INCOTERMS 2020 and inclusive of GST @0.1% (CGST 0.05% and SGST 0.05%) as per the provisions of Notification No. 40/2017-Central Tax (Rate), Notification No. 40/2017-State Tax (Rate) both dated 23rd	
Bidder Signature		
Name of the signatory & Title	Name	Title
Bidder's Official seal		
Place & Date	Place	DD-MM-YYYY





#### 4.4 Annexure-B4: 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/6325478** for Development and Supply of Large Bore all-metal Vacuum Valves

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 (Part-A(IA) and Instructions to Bidder (Part-A(IB)), 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: Development and Supply of Large Bore all-metal Vacuum Valves

GeM Bid No.

GEM/2025/B/6325478

**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.**



## 4.5 Annexure-B5: Technical Compliance Matrix for Part-A(II)

## Technical Compliance Matrix

Clause No. (Ref. Part A(II) of Tender)	Description	Compliance (Yes / No / Comments / Deviations, if any)
5	Scope of Work	
6	Design responsibilities	
7	Prototyping 7.1 Need of prototypes and the list of mandatory prototypes 7.2 Codes and Standard for prototypes 7.3 Acceptance of prototypes	
8	Path of the development and execution Phases	
9	Scope of Supply 9.1 Prototypes 9.2 Sub-size functional valve 9.3 ITER Deliverable	
10	Classification, codes and standards (Applicable only for the Main Valve)	
11	Nuclear safety requirements (Applicable only for the Main Valve)	
12	Execution stages	
13	Gate reviews (Applicable only for the Main Valve) 13.1 Final Design Review (FDR) 13.2 Manufacturing Readiness Review (MRR) 13.3 Delivery Readiness Review (DRR)	
14	Document Organization 14.1 Annexures and their parts (Table-9) 14.2 Applicable ITER Documents (Table-10) 14.3 Informative and reference documents (Table-11)	
15	Management Requirements 15.1 Selection of Bidder's Subcontractors / hiring external services / consultancy 15.2 Procurement Follow-up 15.3 Right of Access 15.4 Quality Assurance Requirements 15.5 Licensing requirements 15.6 Change Management 15.7 Information and Documentation Requirements 15.8 Transportation 15.9 Delivery of The Valve 15.10 Acceptance and Transfer of Responsibilities 15.11 Risk Management 15.12 Technical Obligation / Warranty	

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

#### 4.6 Annexure-B6: Commercial Compliance Matrix for Part-A(III)

Clause No.	Description	Bidder's Compliance (Yes/No)	Remarks (if any)
<b>PART-A(III): Terms and Conditions of the Contract</b>			
1	<a href="#">Terms and Conditions of the Contract (TCC)</a>		
2 (2.1 to 2.2)	Definitions and Interpretations		
3 (3.1 to 3.7)	General provisions of the contract		
4 (4.1 to 4.2)	The Purchaser		
5 (5.1 to 5.7)	The Contractor		
6 (6.1 to 6.3)	Contract Work Scope and Completion Time		
7 (7.1 to 7.3)	Provisions during Contract execution		
8 (8.1 to 8.2)	Bank Guarantees		
9 (9.1 to 9.7)	Contract Price, Payment and Recoveries		
10 (10.1 to 10.2)	Quality Assurance, Inspection and Factory Acceptance Testing		
11 (11.1 to 11.8)	Packing, Dispatch and Delivery		
12 (12.1 to 12.4)	Delay, Extension & Postponement		
13	Final Acceptance		
14	Warranty		
15 (15.1 to 15.9)	Rejection of defective Goods & Contractor's Liability		
16 (16.1 to 16.2)	After Sales Services & Availability of Spares		
17 (17.1 to 17.3)	Changes		
18	Foreclosure of Contract		
19 (19.1 to 19.3)	Cancellation/Termination of Contract		
20	Intellectual Property Rights (IPR)		
21	Settlement of Disputes		
22 (22.1 to 22.3)	The Contract		
23	Annexures		
Bidder Signature			
Name of the signatory & Title		Name	Title
Bidder's Official seal			
Place & Date		Place	DD-MM-YYYY



Title: Development and Supply of Large Bore all-metal Vacuum Valves

GeM Bid No.

GEM/2025/B/6325478

#### 4.7 Annexure-B7: 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**



#### 4.8 Annexure-B8: Format for EMD Bank Guarantee

**EMD BANK GUARANTEE**  
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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/ Buyer for **“Development and Supply of Large Bore all-metal Vacuum Valves”** 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 48 hours, on demand in writing from the Beneficiary or any officer authorized by it in this behalf 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 INR ----- (Rupees ----- 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 above date (i.e. expiry date).

The liability of the Guarantor under this Guarantee shall not exceed for INR ----- (Rupees -----) (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 to the Guarantor on or before



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the Expiry date..... the (Name of Bank) branch located at ..... (branch 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 Rs.

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 .....

#### 4.9 Annexure-B9: Format for Project Realisation Plan (PRP)

Details required as a Project Realization Plan- to be submitted along with the bid (duly signed and stamped on letter head):

1. Bidder's Profile
  - (a) Over all profile and organization structure
  - (b) Bidder's strength specifically in the areas of design and manufacturing of valves (preferably Gate Valves) for Nuclear, vacuum, Defence, space.
2. Bidder's Sub-contractors- if applicable:
  - (a) Procedure for selection of sub-contractors
  - (b) List of subcontractors (if already selected) / potential sub-contractor along with their experience in executing the respective activities.
3. **Design and Engineering** expertise which are to be utilized for the present tender. This may be in form of:
  - (a) Bidder's experience in engineering and design
    - Design of Manufacturing of Jigs & Fixtures
    - Preparation of Manufacturing Design/drawings
    - FEA analysis for designing or validation
 (Projects completed in the area of nuclear and space are preferred)
  - (b) Availability of CATIA facilities / other CAD software
  - (c) Availability of FEA software
4. **Manufacturing** Experience which is to be utilized for the present tender. This may be in form of:
  - (a) Bidder's experience in manufacturing of valves for nuclear / defence / vacuum / space. Minimum two specific examples to be submitted.  
(Preference to be given to the projects in nuclear and space establishments, accordingly Bidder should provide relevant details including applicable codes)
  - (b) Details of over-all manufacturing and testing facilities with bidder
  - (c) Details of machining facilities available with the bidder/or his sub-contractors
5. Bidder's experience in **Welding**
  - (a) Materials welded
  - (b) Maximum thickness welded
  - (c) Welding processes used
  - (d) Welding facilities
  - (e) Qualification and experience of personal for Welding,
6. **QA / QC/ Inspection and testing** experience:
  - (a) Instruments for precision measurements
  - (b) NDE facilities available with Bidder or subcontractor for Ultrasonic testing, Radiography, Liquid Penetrant Examination and Leak Testing.
  - (c) Qualification and experience of personal for NDE (Level II and Level III) in accordance with written practice of ASNT or similar international standards.
  - (d) Experience of personnel for QA/ QC
7. Bidder's experience in using **codes and standards** like ASME, ASTM, EN, ISO, RCC-MR for manufacturing, material and inspection and testing of equipment. Project details to be provided. (Preferences are nuclear, vacuum, defence and space establishments).
8. Project **Scheduling** experience using tools like Primavera / MS Project / similar.
9. **Packing and transportation** experience of shipping sea worthy packing and oversees transportation of large size valves
10. **Overall Project Realization Plan (PRP)**



Based on the above (i.e Sr no. 1 to 9) mentioned experience and expertise, bidder shall present the proposal on 'how they would execute' the tender and provide Overall Project Realization plan along with the bid. PRP shall contain, as minimum:

- (i) Methodology proposed for mock-ups and test benches for prototypes as identified for individual sub-assemblies
- (ii) Methodology proposed for the design and manufacturing of 400mm and 1000mm valve
- (iii) Methodology proposed for the design and manufacturing of the Main Valve
- (iii) Design and manufacturing Challenges, potential risks and their mitigation proposals

11. **Compliance report** (clause wise compliance matrix) as per **Annexure-B5** to the technical specifications Part-A(II) and its annexures along with the identified codes and standards.

#### 4.10 Annexure-B10: 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).

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**(To be submitted on or before 26<sup>th</sup> June-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:

**4.11 Annexure-B11: Response to Pre-bid Queries (consolidated)**

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
<b><u>PART A(I)</u></b>					
XYZ	1	GeM Bid document	Page 2&3 of 9	<p><b><u>Earnest Money Deposit.</u></b> As per the GeM-GTC (General Terms and Conditions) <b>Clause 4 SL Xiii (m)(v)</b> provided below states: - “(m) Following categories of Sellers shall, however, be exempted from furnishing Bid Security: v. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)”.</p> <p>Please confirm on the EMD Exemption.</p>	Tender terms prevail.
	2	GeM Bid document	Page 5 of 9	Option Clause: Being single quantity it is not applicable.	Ok. Noted.
	3	Part A (IB) Section:4.2 (A)	Pg. 22 of 79 Table A	<p>Order to be executed in two contracts i.e., Contract1: Prototype and Design of main valve Contract2: Supply of main valve.</p> <p>Please confirm whether purchase order will be one or two.</p>	<p>Purchase Order is not applicable. Instead, there will be two separate contracts (contract-1 and contract-2) under ‘single framework contract’.</p> <p>Pl. note that initiation of Contract-2 is subject to completion and acceptance of Contract-1.</p>
	4	Part A (IB) Section:4.2 (B)	Pg. 22 of 79 SL7 Table B	<p>Each Party shall bear their own expenses for visiting to other Party’s site concerning execution of the order/contract.</p> <p>Please confirm on requirement to visit ITER, France?</p>	The requirement to visit ITER, France is limited to participation in the Site Acceptance Test. Expected duration of SAT is 3 weeks.
	5	Part A (IB) Section:4.2 ©	Pg. 23 of 79 Table C	<p>Please confirm on the following GST applicability: - Contract 1: GST @18% Contract 2: GST@0.1%</p>	For contract-1: as per prevailing GST rates. For Contract-2: This understanding is correct.
	6	Part A (IB) Section:4.3	Pg. 24 of 79 Annexure-B3	<p>Value of contract1 shall not be greater than 35% of total contract value.</p> <p>Please note that, our budgetary for contract 1 is more than 40% of overall value.</p>	Tender terms prevail.



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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
	7	Part A (IB) Section:4.3	Page 32 of 79 Section:4.3	Project Realisation Plan (PRP). The requirements have already covered as per EEC. Request same to be considered.	PRP is mainly to understand bidder's approach to undertake this developmental project. The information sought in the PRP are for very specific area of work and to understand 'how bidder would execute'.
<b><u>PART A(II)</u></b>					
XYZ	8	Part A(II)-Section:7	Page 12 of 46 Section 7.1, SL 6, Table-2	Welding Feasibility given as EBW / LBW etc.  BIDDER may choose other process based on the feasibility at the time of execution.	Bidder is free to select the equivalent welding process provided the functional and specification requirements are fulfilled.
	9	Part A(II)	Page 20 of 46 Table 6	Seismic Class: Will be proved through analysis only (applicable for main valve only). No physical testing applicable. Other applicable test to be mutually discussed and agreed upon.	The seismic qualification shall be only through analysis. No physical testing for the seismic scenario is envisaged.
	10	General		<ul style="list-style-type: none"><li>❖ Please confirm on PED certification &amp; involvement of NB.</li><li>❖ % restrictions on chemical elements. BIDDER to confirm.</li><li>❖ Radiation levels applicability.</li></ul>	<p>1. The AV shall be designed to be cooled, drained and dried under PED (*) class 0 or max class 1 (Refer Annexure 1_Technical_Requirements for the Valve)</p> <p>2. % restriction in the chemical composition shall be according to the technical specification (Ref Annexure-4 and its sub-annexures)</p> <p>3. As per the present understanding, as long as the material selection of the valve is according to the tech spec., compliance with the radiation requirements is expected to be fulfilled. Use of any other material is subject to prior approval from ITER India.</p>
<b><u>PART A(III)</u></b>					
XYZ	11	Part A(III)-Section:1	Page 42 of 79	Though there will be separate Contracts with its own terms and conditions. Please confirm whether PO will be one or two.	Same as query no. 5 above.



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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																												
			Para 1																														
	12	Part A(III)-Section:6	Page 48 of 79 6.2.1 SL3 of Table 1	Timeline for successful completion of contract 2. BIDDER scope is limited to SL2 (dispatch of main valve). Total of 57 months for contact 1 &2 is acceptable to us. However, SL3 is not in our scope.	Participation during SAT is in the bidder’s scope. SAT is expected to be completed within 3 months from the date of delivery at IO. For exigencies, refer note 3 below table no.3 (page no. 56 of 79)																												
	13	Part A(III)-Section:9	Page 51 of 79 9.2 (g)	In case of deliveries which are delayed beyond the Contractual Milestone Dates of deliveries (as given in Contract) for reasons attributable to the Contractor, no price variation as well as increase in taxes/ or statutory levies shall be payable for extended period of the Contract delays apportioned to the Contractor. In case of design changes and delays in approval of documents, the PV shall be applicable as per T&Cs.	Correct, if attributable to purchaser. Refer clause 9.2(f).																												
				Requirement of the Spares	No spares are envisaged in this tender. Refer tender amendment.																												
	14	Part A(III)-Section:9	Page 43 of 79 9.5, Table 2	<div>The following payments terms to be provided: -<table><tr><th>Phase</th><th>Advance</th><th>Design Approval</th><th>Raw Material</th><th>Delivery</th></tr><tr><td colspan="5"><b><u>Contract1</u></b></td></tr><tr><td>Engineering &amp; design (A)</td><td rowspan="2">15% on contract1</td><td>25%</td><td>10%</td><td>50%</td></tr><tr><td>Prototype development (B, C &amp;D)</td><td>25%</td><td>10%</td><td>50%</td></tr><tr><td colspan="5"><b><u>Contract2</u></b></td></tr><tr><td>Final product manufacturing &amp; shipment</td><td colspan="4">(a) 15% advance against BGB submission. (b) 15% on MRR. (c) 15% on raw material receipt. (d) 55% against dispatch of valve</td></tr></table></div>	Phase	Advance	Design Approval	Raw Material	Delivery	<b><u>Contract1</u></b>					Engineering & design (A)	15% on contract1	25%	10%	50%	Prototype development (B, C &D)	25%	10%	50%	<b><u>Contract2</u></b>					Final product manufacturing & shipment	(a) 15% advance against BGB submission. (b) 15% on MRR. (c) 15% on raw material receipt. (d) 55% against dispatch of valve			
Phase	Advance	Design Approval	Raw Material	Delivery																													
<b><u>Contract1</u></b>																																	
Engineering & design (A)	15% on contract1	25%	10%	50%																													
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Final product manufacturing & shipment	(a) 15% advance against BGB submission. (b) 15% on MRR. (c) 15% on raw material receipt. (d) 55% against dispatch of valve																																



Title: Development and Supply of Large Bore all-metal Vacuum Valves

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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
	15	Part A(III)-Section:15	Page 63 of 79 Para 15.9	Free storage of items for 60 days is acceptable to us. However, beyond 60 days it will be chargeable for a maximum of 120 days. Also, Payment to be released against inspection release note and no payment to be linked to storage of items.	The maximum duration of 120days is acceptable. Refer tender amendment. For the payment, refer clause 15.9 (last line)
	16	Part A(III)-Section:14	Page 60 of 79 Para 14 (b) & (c)	3 years warranty at contractor's factory after successful final acceptance test. Standard warranty of 12 months from acceptance of final test shall be applicable. ITER to confirm the factory place to provide warranty services. If, it is at the France site, relevant charges will be applicable at extra.	The Contractor shall provide a standard commercial warranty covering repair or replacement up to 03 (three) years at ITER France site. The warranty period will start from the date of final Site acceptance of items under each Contract (Contract-1 and Contract-2) at ITER Organization, France. The scope related to Site acceptance test is limited to 'stand-alone' testing of the component according to Annexure 2 of technical specification.
XYZ				1) This is developmental work and you are encouraging MSME/Startups too. We are eager to participate as an MSME but we can not meet the turnover requirement of Rupees 40 Crores. We request you to kindly remove the turnover limit. We are prepared to give guarantee in terms of bank guarantee. We are also prepared to pay the EMD and give PBG.	Pl. refer tender amendment.
				2) The development of the valve needs development of metal seals also. We have many years of experience in making metal seals and UHV equipments. We are confident to develop the valves to your technical requirements and within your specified time.	Noted.
				3) Generally metal seals in valve materials like nimonic for good resilience. We wish to know if there is any restriction on the permeability of material used in the seals.	Material of the seal shall be as mentioned in the specification. Any alternate proposal, with technical justification may be discussed at the time of contract execution.
				4) Is there any conditioning or thermal cycling required on the seals to be put in valves?	Baking shall be performed as per technical specification (Annexure 1)
				5) You have specified 100 cycles for the metal seals to perform giving the leak tightness of 1e-8 Pa.m3/s. We wish to know if the initial perform test cycles are also included in this or not.	100 no. of cycles are for complete lifetime of the component, excluding the initial test cycles.

<b>Title</b>	<b>GeM Bid No. GEM/2025/B/6325478 for Development and Supply of Large Bore all-metal Vacuum Valves</b>
<b>Sub Title</b>	<b>PART-A (II): Technical and Management Specifications, Scope of Supply, Scope of Work, Design and Drawings</b>

**Note: Technical and Management Specifications, Scope of Supply, Scope of Work, Design & Drawings are uploaded with the catalogue created and bid published on GeM portal. Other documents related to Part-A(II) i.e. Annexures, Applicable ITER documents, Informative and reference documents, Configuration drawings (as listed below) are uploaded on ITER-India website: <https://www.iterindia.in/tenders> (under public/ global tender menu). Please download these documents from ITER-India website link given above.**

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



**List of Annexures and their parts**

Part-A (II) (This document)	Technical & management specifications, Scope of Supply and Scope of Work
Annexure-D	Design Requirements and specifications
Annexure-2	QA, QC, Inspection and testing
Annexure-3	Vacuum Quality Assurance
Annexure-4	Materials_General requirements
	Annexure-4A: Materials_Forgings
	Annexure-4B: Materials_ Rolled or forged bars
	Annexure-4C: Materials_ Plates
	Annexure-4D: Materials_ Pipes
Annexure-5	Fabrication
Annexure-6A	Acceptance and Qualification of welding filler material
Annexure-6B	Welding Procedure Qualification
Annexure-6C	Qualification of welder and operators
Annexure-6D	Technical Qualification of production workshops
Annexure-6E	Production welds
Annexure-7	Cleaning and Cleanliness
Annexure-8	Pickling and passivation
Annexure-9	Pressure testing of cooling penetrations
Annexure-10	Leak Testing
Annexure-11	Dimensional Inspection
Annexure-12	Labeling, Packing, Handling and Shipping
Annexure-13	List of applicable standards

**Applicable ITER Documents**

Title	ITER IDM Identifier
Design Review Procedure	ITER_D_2832CF_v7.0
HNB/DNB absolute valve loads specification	ITER_44ZMKX_v8_1
ITER Planning & Scheduling Manual	ITER_D_2DWMCW_v4.3
Quality Classification Determination	ITER_D_24VQES_v6.0
ITER Procurement Quality Requirements	ITER_D_22MFG4_v5.1





Requirements for Producing a Quality Plan	ITER_D_22MFMW_v4.0
Requirements for Producing a Manufacturing and Inspection Plan	ITER_D_22MDZD_v3.7
Manufacturing and Inspection Plan Template	ITER_D_QV7GQF_v1.3
Procedure for management of Nonconformities	ITER_D_22F53X_v9.1
Procedure for management of Deviation request	ITER_D_2LZJHB_v9.1
Requirements for Producing a Contractors Release Note	ITER_D_22F52F_v5.0
Release note Template	ITER_D_QVEKNQ_v3.1
00 - Nuclear Regulatory Framework for INB ITER	ITER_D_2WBB8P_v3.8
Order dated 7 February 2012 relating to the general technical regulations applicable to INB - EN	ITER_D_7M2YKF_v1.7
Overall supervision plan to supplier chain for Protection Important Components, Structures and Systems and Protection Important Activities	ITER_D_4EUQFL_v7.4
Safety Important Function and Components Classification Criteria and Methodology	ITER_D_347SF3_v1.8
PA monthly report	ITER_D_2E346G_v1.4
ITER CAD Manual and Procedure for the Usage of the ITER CAD Manual with Applicable	ITER_D_2F6FTX_v1.1
Risk Management Plan (RMP)	ITER_D_22F4LE_v6.4 Risk Register standard template ITER_D_UPPPCH v1.0
ITER Policy on Safety, Security and Environment Protection Management	ITER_D_43UJN7_v3.1
Provisions for Implementation of the Generic Safety Requirements by the External Interveners	ITER_D_SBSTBM v2.3
PBS 53 Defined Requirements	ITER_D_LAMFG2_v4.6
Propagation of the Defined Requirements for Protection Important Components Through the Chain External Interveners	ITER_D_BG2GYB_v3.3



Working Instruction for Manufacturing Readiness Review	ITER_D_44SZYP_v5.0
Guideline for Identification of the Protection Important Activities (PIA)	ITER_D_SBYJXD_v1.4
List of ITER-INB Protection Important Activities	ITER_D_PSTTZL_v2.2
ITER Vacuum Handbook Appendix 11 Standard Pipe and Pipe Fitting Dimensions Appendix 12 Leak Testing Appendix 13 Cleaning and Cleanliness Appendix 14 Passivation and Pickling Appendix 15 Vacuum Baking Appendix 19 Documentation and QA Appendix 2 Environmental Cleanliness Appendix 3 Materials Appendix 4 Accepted Fluids Appendix 5 Acceptance Checklist Appendix_21_Glossary_2F94QX ITER Vacuum Handbook Attachment 1 - Welding ITER Vacuum Handbook Attachment 2 - Cleanliness Requirements Relating to the Assembly of Vacuum Equipment	ITER_D_2EZ9UM v2.5 ITER_D_2E5PJK v3.0 ITER_D_2EYZ5F v1.4 ITER_D_2ELUQH v1.2 ITER_D_2F457S v1.2 ITER_D_2DU65F v1.3 ITER_D_2DMNNR v1.4 ITER_D_2EL9Y6 v1.4 ITER_D_27Y4QC v1.20 ITER_D_2ELN8N v1.14 ITER_D_2N4NDK v1.2 ITER_D_2F94QX v1.2 ITER_D_2FMM4B v1.5 ITER_D_MBXPP3 v1.7
ITER Quality Assurance Program	ITER_D_22K4QX_v8.5
ITER Numbering System for Components and Parts	ITER_D_28QDBS_v5.0
Instructions for Structural Analyses	ITER_D_35BVV3_v4.0
Procedure for Analyses and Calculations	ITER_D_22MAL7 v6.8
Template for Structural Analysis Report	ITER_D_VQVTQW v1.0
Software Qualification Policy	ITER_D_KTU8HH v2.0
Instructions for Seismic Analyses	ITER_D_VT29D6 v2.0
Template for Seismic Analysis Report	ITER_D_VAET99 v1.0
Instructions for Computational Fluid Dynamics Analyses	ITER_D_VUEEDB v2.0
Template for CFD analysis reports	ITER_D_TL7H73 v1.1

**Informative and reference documents**

<b>Title</b>	<b>ITER IDM Identifier</b>
Project Requirements	ITER_D_27ZRW8_v7.1
SRD	SRD-53-04 (DNB) from DOORS (2MRU8E v4.3)
ITER Load Specification	ITER_D_222QGL_v6.2
Material Properties Handbook	ITER_D_29DDBF (This will be provided upon request)

### List of Configuration drawings

Sr. No.	IDM UID	Drawing Title	Drawing Number	Revision	Maturity
1	<a href="#">3HCCP5</a>	<a href="#">ABSOLUTE VALVE 835313</a>	51090	A	CD
2	<a href="#">3HCDVQ</a>	<a href="#">ACTUATOR COMPL 838105</a>	50578	---	CD
3	<a href="#">3HCDYA</a>	<a href="#">ACTUATOR COMPL 931487</a>	50580	---	CD
4	<a href="#">3HCE2U</a>	<a href="#">ACTUATOR FOR POSTN INDICATOR 889329</a>	50460	---	CD
5	<a href="#">3HCE5B</a>	<a href="#">ANTI-ROTATION DEVICE 888975</a>	50455	---	CD
6	<a href="#">3HCED7</a>	<a href="#">BEARING BOLT 888952</a>	50462	---	CD
7	<a href="#">3HCEJ4</a>	<a href="#">BOLT WITH 2 GROOVES 890469</a>	50530	---	CD
8	<a href="#">3HCCR6</a>	<a href="#">CASING 819385</a>	50629	A	CD
9	<a href="#">3HCEMK</a>	<a href="#">CLIP 887249</a>	50468	---	CD
10	<a href="#">3HCERM</a>	<a href="#">CLIP 890466</a>	50531	---	CD
11	<a href="#">3HCEUX</a>	<a href="#">CLIP 916982</a>	50563	---	CD
12	<a href="#">3HCF24</a>	<a href="#">COLLAR BUSH 839134</a>	50532	---	CD
13	<a href="#">3HCF9M</a>	<a href="#">CONNECTING PIECE 838915</a>	50529	---	CD
14	<a href="#">3HCFCX</a>	<a href="#">COOLING PLATE COMPL 885016</a>	50397	---	CD
15	<a href="#">3HCFHH</a>	<a href="#">COOLING PLATE COMPL 885029</a>	50588	---	CD
16	<a href="#">3HCFKC</a>	<a href="#">COOLING PLATE COMPL 885045</a>	50601	---	CD
17	<a href="#">3HCFQV</a>	<a href="#">FIXING PLATE 887708</a>	50485	---	CD
18	<a href="#">3HCFV7</a>	<a href="#">FIXING PLATE 887720</a>	50471	---	CD
19	<a href="#">3HCFZ9</a>	<a href="#">GUIDE BAR 888161</a>	50395	---	CD
20	<a href="#">3HCG4B</a>	<a href="#">GUIDE BAR 889017</a>	50463	---	CD
21	<a href="#">3HCGBQ</a>	<a href="#">GUIDE BAR 890149</a>	50400	---	CD
22	<a href="#">3HCGEA</a>	<a href="#">GUIDE BAR 890197</a>	50409	---	CD
23	<a href="#">3HCGK4</a>	<a href="#">HEAT SINK 910619</a>	50581	---	CD
24	<a href="#">3HCGR5</a>	<a href="#">HEAT SINK 910691</a>	50596	---	CD
25	<a href="#">3HCGWJ</a>	<a href="#">LAGERPLATTE 798804</a>	50577	---	CD
26	<a href="#">3HCGZZ</a>	<a href="#">LEVER 916981</a>	50567	---	CD
27	<a href="#">3HCD2K</a>	<a href="#">PACK SERVICES 892351</a>	50813	---	CD
28	<a href="#">3HCH4K</a>	<a href="#">PEDESTAL 886883</a>	50438	---	CD
29	<a href="#">3HCH6N</a>	<a href="#">PEDESTAL 890266</a>	50467	---	CD
30	<a href="#">3HCH95</a>	<a href="#">PLATE 886999</a>	50448	---	CD
31	<a href="#">3HCHCF</a>	<a href="#">PLATE 887333</a>	50478	---	CD
32	<a href="#">3HCHF2</a>	<a href="#">PLATE 889490</a>	50458	---	CD
33	<a href="#">3HCDMU</a>	<a href="#">PLATE ACTUATOR 829247</a>	50897	---	CD
34	<a href="#">3HCD4L</a>	<a href="#">PUMP MANIFOLD 892352</a>	50756	---	CD
35	<a href="#">3HCDBX</a>	<a href="#">PUMP MANIFOLD 892354</a>	50759	---	CD
36	<a href="#">3HCDKT</a>	<a href="#">PUMP MANIFOLD 893128</a>	50760	---	CD
37	<a href="#">3HCHJC</a>	<a href="#">ROD 798830</a>	50536	---	CD
38	<a href="#">3HCHLB</a>	<a href="#">SCREW SPECIAL 799120</a>	50537	---	CD
39	<a href="#">3HCDQE</a>	<a href="#">SEAL ACTUATOR 824228</a>	50810	A	CD



Title: Development and Supply of Large Bore all-metal Vacuum Valves

GeM Bid No.

GEM/2025/B/6325478

40	<a href="#">3HCHNE</a>	<a href="#">SPS_916979</a>	50606	A	CD
41	<a href="#">3HCHS8</a>	<a href="#">VALVE_PLATE_812705</a>	50889	---	CD
42	<a href="#">3HCHZR</a>	<a href="#">VATRING_436385</a>	50859	---	CD



**Title: Development and Supply of Large Bore all-metal Vacuum Valves**

**GeM Bid No.**

**GEM/2025/B/6325478**

<b>Title</b>	<b>Development and Supply of Large Bore all-metal Vacuum Valves</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 Terms and Conditions of the Contract (TCC)

**WHEREAS**, the requirement is being floated by inviting ONE Tender for complete scope of Prototype Valves (400 mm dia and 1000 mm dia along with sub-system Prototypes) and Main Valve (1600 mm dia) which includes Design, Development, Qualification and Supply of Valves.

In order to have proper execution of this contract, ITER-India, Institute for Plasma Research and the Contractor will sign single Frame work Contract for Prototype Valves and Main Valve.

Frame work Contract will be divided in TWO Contracts as per below details:

- **Contract-1** for “Design, Development, Qualification and Supply of Prototype Valves including sub-system prototypes and Final Design (including Engineering) of the Main Valve”
- **Contract-2** for “Manufacturing, Inspection, Testing and Supply of Main Valve as ITER Deliverable”

Though there will be separate Contracts with its own terms and conditions, the total responsibility and guarantee to execute the complete scope of work of shall remain with the Contractor.

Further, Contractor shall be solely responsible and stand bound to maintain the Performance of the equipment/systems as defined in the Contracts. Award of work in separate Contracts shall not absolve the Contractor from the overall responsibility in timely execution, performance and rectification of defects during defect liability period of the Contracts.

The parties, in order to execute the entire scope of work and meet the targeted time schedule for completion, have agreed to make and sign SEPARATE CONTRACTS.

**NOW, THEREFORE**, the parties have agreed to enter into this “FRAMEWORK CONTRACT FOR Development and Supply of Large Bore all-metal Vacuum Valves” in order to link the two Contracts with an intention to give overriding effect to the clauses of “FRAMEWORK CONTRACT FOR DEVELOPMENT AND SUPPLY OF LARGHE BORE ALL-METAL VACUUM VALVES”.

The Contract(s) resulting from this tender shall be governed by the terms and conditions given in this Part-A(III). Bidders submitting the bid against this tender shall be deemed to have read and understood the same in total.

The Terms and Conditions of the Contract (Part-A(III) including annexures), Technical and Management Specifications, Scope of Supply, Scope of Work, Design and Drawings (Part-A (II)) including the Annexes hereto, are integral part of the Contract(s) 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 there is conflict in 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. (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” or “Seller”** shall mean the firm or company with whom or with which the Framework Contract for **“Development and Supply of large bore all-metal Vacuum Valves”** 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, as applicable.
- 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. **“FACTORY ACCEPTANCE” or “INSPECTIONS/BASIC TESTS”** shall mean inspections and acceptance of items at Contractor’s factory as described in Part-A (II).
- k. **“FCA”** shall mean **Free Carrier** (at designated place). A shipping term as per INCOTERM 2020 which indicates that the Contractor/Seller must deliver the goods, cleared for export, to the carrier nominated by the Purchaser at the named/designated place/airport. The Contractor shall be responsible for delivery until the named place/airport.
- l. **“FINAL ACCEPTANCE”** shall mean acceptance of items at on-site as per “Final Site Acceptance” Part-A (II)
- m. **“INCOTERMS”** shall mean International Commercial Terms 2020.
- n. **“INSPECTOR”** shall mean any representative(s) of the Purchaser to inspect or carry out quality surveillance on supplies, items or work under the Contract.
- o. **“ITER-INDIA”** is a project of Institute for Plasma Research, Bhat, Gandhinagar and it is Indian Domestic Agency for the execution of ITER Project.
- p. **“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.
- q. **“MANUFACTURER”** shall mean the natural or legal entity that manufactures large bore all-metal Vacuum Valves under the scope of this technical specification
- r. **“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.
- s. **“MONTH”** shall mean a month according to Gregorian calendar.
- t. **“ON-SITE”** shall mean ITER Organization, France (IO).

- u. **“PARTY”** shall mean either the PURCHASER or the CONTRACTOR
- v. **“PARTIES”** to the Contract are the Contractor and the Purchaser named in the Contract.
- w. **“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.
- x. **“PRICE”** shall mean the prices (including applicable taxes ,duties and any other charges) 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.
- y. **“PROJECT DIRECTOR”** shall mean Project Director of ITER-India, who is appointed by a competent authority.
- z. **“PURCHASER” OR “BUYER”** shall mean ITER-India, IPR acting through the Project Director or his authorized representative
- aa. **“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.
- bb. **“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.
- cc. **“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.
- dd. **“TOTAL CONTRACT VALUE” or “TOTAL CONTRACT PRICE”** shall mean the total price as mentioned in the Contract including taxes, duties and levies (as applicable). The Total Contract value will be revised based on impact of Price Variation.
- ee. **“UNIT RATE”** shall mean the rate quoted by the bidder on per unit basis, which will be used for addition or deletion purposes.
- ff. **“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 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and terms & conditions of the Contract.

#### 3.5 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.

#### 3.6 Publicity

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

#### 3.7 Confidentiality and Secrecy

- 3.7.1 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.
- 3.7.2 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

- 3.7.3 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
- 3.7.4 A confidential/ non-disclosure agreement shall be signed between the Contractor and the Purchaser as per the attached **Annexure-4 on award of Contract**.
- 3.7.5 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.
- 3.7.6 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 tender/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 tender/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 Each party shall bear their own expenses for visit of their personnel to other party's end concerning execution of the Contract.

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

- 5.5.1 The Contractor/Supplier 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 and approved by the Purchaser, before placement of orders by the Contractor/Supplier). However, such consent shall not be unreasonably withheld by the Purchaser, if such items/equipment are not normally manufactured by the Contractor/Supplier. Such assignment or subletting shall not relieve the Contractor/Supplier from any Contractual obligation or responsibility under the Contract. The Contractor/Supplier shall not sub-contract or assign any part of the Contract to any of the suppliers who are blacklisted by ITER Organization. The list of blacklisted suppliers shall be provided at the time of contract.
- 5.5.2 The Contractor/Supplier shall be responsible and accountable for coordination of all activities with his sub-contractors
- 5.5.3 In case the Contractor/Supplier sublets, transfers or assigns any part of the Contract with the prior written consent of the Purchaser, all payments to the Sub-Contractor shall be the responsibility of the Contractor/Supplier and any requests from such Sub-Contractor shall not be entertained by the Purchaser.
- 5.5.4 All payment to the sub-contractors shall be made by the Contractor/Supplier 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 may be treated in accordance with clause 17 (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 Contract Work Scope and Completion Time

## 6.1 Scope of Work, Scope of Supply and Specifications

- 6.1.1 Part-A(II) of this tender specifies the scope of work, scope of supply, technical specifications, qualification and testing of deliverables to be covered under this Contract.
- 6.1.2 Any tooling/tools, tackles or accessories which may not be specifically mentioned in the Specifications but which are necessary for proper and efficient functioning of the items/systems as per the specifications of the tender enquiry shall be included in the price(s) as quoted by the Contractor/Supplier.
- 6.1.3 Operation/instruction manual, technical manuals and technical drawings is essential in English to enable the Purchaser to put the Items/system to proper use, so the Contractor shall furnish such manuals along with the Items/Systems as per Part A (II) of the Contract.

## 6.2 Delivery dates and completion time

- 6.2.1 The total scope of the Contract needs to be completed as described in Table-1.

**Table 1: List of Major Deliverables with their Contractual Milestone dates**

Sr. No.	Deliverable	Contractual Delivery Date	Evidence of the deliverables
1	Successful completion of Contract-1 (“Design, Development, Qualification and Supply of Prototype Valves including sub-system prototypes and Design (including Engineering) of Main Valve”)	T1= T0+36 Months	Successful design of Porotype Valves (400mm dia and 1000 mm dia) and Supply of Prototype valves as per Free Door Delivery at Purchaser’s Site  Successful completion of Final Design Review (FDR) of main valve (1600 mm dia)
2	Dispatch of Main Valve	T2=T1+21 months	Bill of Lading against dispatch of Main Valve after issuance of dispatch clearance note by the Purchaser
3	Successful completion of Contract-2 (“Manufacturing, Inspection, Testing and Supply of Main Valve as ITER deliverable”)	T3= T2+3 months	Successful completion of Site Acceptance Test (SAT) for Main Valve after issuance of SAT clearance note by the Purchaser

Note:

- 1. T0 mentioned in Table-1 is the date of Award of Contract through GeM Portal.

2. **Expected duration of Site Acceptance Test (SAT) to be conducted at ITER, France is 3 weeks.**

### 6.3 Free Issue Material (FIM):

No Free Issue Material (FIM) from Purchaser side is involved for execution of this Contract.

## 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.

### 7.1 Kick Off Meeting

The Kick-Off Meeting will be held via telephone/video conference between IO, ITER-India and the Contractor.

The Contractor shall present the Quality Plan for delivery of the Contract and the detailed Schedule. IO/ITER-India will review the Quality Plan and the detailed Schedule and provide feedback in the meeting and written feedback (if any) within 5 working days after the Kick Off meeting.

The Contractor shall write the minutes of the Kick-Off Meeting including final agreed input data and submit them to the IO/ITER-India for acceptance. The Quality Plan and detailed Schedule will be modified to address the comments and resubmitted for approval within 5 working days of receiving written comment(s).

### 7.2 Progress Meeting and Approval of Documents

Frequent meetings shall be held during the Contract execution through teleconference/ videoconference/in-person and the frequency of such meetings shall be agreed mutually. Minutes of all such progress meetings shall be prepared by the Contractor and submitted to the Purchaser within 7 (seven) calendar days after the meeting. The Purchaser shall forward to the Contractor any comments within 7 (seven) calendar days of the receipt of the minutes. If no comment is made within this time frame, the minutes shall be deemed to be accepted.

The Purchaser will provide approval to the documents within 14 working days and in case of revisions Purchaser will provide approval within 7 working days.

### 7.3 Progress Report for Project Monitoring

The Contractor shall monitor progress of all the activities specified in the Contract and shall provide to the Purchaser a monthly progress report on all works under this Contract by the 2<sup>nd</sup> calendar day of each month. The report shall be prepared using the standard template to be obtained from the Purchaser.

## 8 Bank Guarantees

The Performance Security Bank Guarantee (PSBG) and Advance Payment Bank Guarantee (APBG) 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 The Contractor shall submit an irrevocable Bank Guarantee (BG) equal to 5% (five percent) of Contract value (Contract1 or Contract-2) within 30 days from the date of start of each Contract (Contract-1 or Contract-2) 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 each CONTRACT (1/2). 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 submit Advance Payment Bank Guarantee (APBG) for an equivalent amount against any advance/ progressive payment due to the contractor as per the payment schedule of the Contract. The APBG shall be issued as per the format given in **Annexure-2** on non-judicial stamp paper of appropriate value from any nationalized/ scheduled commercial bank (as per RBI) and shall remain valid until the expiry of 60 (sixty) days from the date of delivery of the deliverables against the contract.
- 8.2.2 In the event that the Bank Guarantee needs extension, the Contractor shall extend the validity of APBG for suitable period at his expenses. On the completion of all the delivery obligations as per CONTRACT, the original APBG shall be returned to the Contractor without any interest on receipt of a request from the Contractor.
- 8.2.3 APBG 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

- 9.1.1 The price(s) for this Contract shall be inclusive of taxes, duties and any other charges. The Contract price/contract value is subject to price variation during the validity of the Contract. The price(s) to be quoted for complete scope of supply and scope of work (for both Contract-1 and Contract-2) as per Part-A(II) of tender document.
- 9.1.2 Price/s is/are required to be quoted according to the units indicated in the Price Bid (Part-B).
- 9.1.3 Cost for travel, accommodation, lodging and other expenses which will be necessary for execution of the Contract i.e. visit of personnel for testing / meeting at other party's site or any other place/lab will be borne by respective parties.

### 9.2 Price Variation

The Contract Price shall be subjected to price variation during the execution of the Contract.

#### a) Price variation formula for Supply of Main Valves

$$V = \text{CAN} \times [0.1 + 0.65 \times (I_x/I_b) + 0.05(\text{mxcu}/\text{mbcu}) + 0.20 \times (\text{mxss}/\text{mbss})] - \text{CAN}$$

Where,

V is the price variation to the **Part-2 Contract price**

CAN= Contract Price for Part-2 minus advances (i.e. sr. no. 1, 2, and 3 of payment schedule Table 2)

0.1 represents fixed element not subject to Price Variation

$I_x$  – Labour Index published by Labour Bureau of Shimla, Govt. of India (<http://www.labourbureau.nic.in/indexes.htm>) applicable for the month, two months prior to the contractual delivery date or two months prior to FAT date of Main Valve, whichever is earlier.



lb – Labour Index published by Labour Bureau of Shimla, Govt. of India (<http://www.labourbureau.nic.in/indexes.htm>) applicable for previous month prior to the last date of bid submission

mxcu- “Copper metal / Copper rings from WPI series 2011-12” available on website of Office of Economic Adviser to the Government of India (<http://eaindustry.nic.in/>), acceptance of Major Raw material (payment milestone no. 2 of contract-2).

mbcu- “Copper metal / Copper rings from WPI series 2011-12” available on website of Office of Economic Adviser to the Government of India (<http://eaindustry.nic.in/>), acceptance of Major Raw material (payment milestone no. 2 of contract-2).

mxss- “Stainless Steel - Semi Finished from WPI series 2011-12” available on website of Office of Economic Adviser to the Government of India (<http://eaindustry.nic.in/>), acceptance of Major Raw material (payment milestone no. 2 of contract-2).

Note: The schedule for the acceptance of raw material shall be mutually agreed during the kick-off meeting.

mbss – “Stainless Steel - Semi Finished from WPI series 2011-12” available on website of Office of Economic Adviser to the Government of India (<http://eaindustry.nic.in/>), for previous month prior to the last date of bid submission

- b) PV will not be paid on advance payment (Sr. no. 1, 2, and 3 of payment schedule-Table-2 of Part-A(III)) and on 10% as fixed element.
- c) The price variation shall be allowed up to a ceiling of  $\pm$  thirty percent ( $\pm 30\%$ ) of the Contract Price (Contract-2). Price variation of individual items will be allowed to such an extent that net price variation of all the items does not exceed this 30% ceiling of Contract Price (Contract-2) and shall be payable/ recoverable accordingly.
- d) Calculation of the price variation will be done against delivery milestone (Sr. no. 2 defined in the Table-1 of Part-A(III) for main valve) and Payment of labour price variation will be made along with delivery milestone and payment of material price variation will be settled with full and final payment against Main Valve (Contract-2).
- e) The Contractor is also required to provide authentic copies of indices pertaining to applicable end dates along with each delivery-wise invoice for arriving at PV value, without which the invoices will not be processed.
- f) In case of delivery which are delayed beyond the Contractual Milestone Date of delivery (as given in the Contract) for reasons attributable to the Purchaser, the price variation provisions shall continue to be applicable for an additional period equal to delay caused by the Purchaser, subject to sub-clause 9.2b) and 9.2c). This shall, however not deemed to be automatic extension of Contractual Milestone Date of delivery.
- g) In case of deliveries which are delayed beyond the Contractual Milestone Dates of deliveries (as given in Contract) for reasons attributable to the Contractor, no price variation as well as increase in taxes/ or statutory levies shall be payable for extended period of the Contract delays apportioned to the Contractor. In case of deliveries which are delayed beyond the contractual delivery date for reasons attributable to Force majeure events, the price variation provisions shall continue to be applicable as well as increase in taxes and duties/statutory levies shall be payable for an extended period. However, if the indices during extended period (i.e. attributed to Contractor) are lower than the indices during schedule date of the execution, then lower indices shall be applicable.
- h) In case deliveries are delayed beyond the Contractual Milestone Date of deliveries (as given in the Contract) and the total delayed period can be apportioned between delays due to the Purchaser, the Contractor and/or Force Majeure events. Price variation for the period of delay caused by the Purchaser will be allowed considering as if this delay due to the Purchaser happened first, immediately after Contractual Milestone Date of delivery, irrespective of actual point in time in which such delay by Purchaser occurs.
- i) Price Variance will be settled through separate tax invoice.
- j) In case of any change in “Stainless Steel - Semi Finished of WPI series 2011-12” and/or “Copper metal / Copper rings from WPI series 2011-12” by the Government, equivalent category of material in new/existing series will be mutually agreed.

### 9.3 Basis for Delivery:

- 9.3.1 The delivery of **Contract-1 prototype valves and sub-system prototypes** shall be based on **Free Door Delivery at Purchaser’s Address**. The address for Free Door Delivery shall be,



ITER-India Lab Building  
Institute for Plasma Research  
Bhat Village, Near Indira Bridge  
Gandhinagar-382428  
Gujarat – INDIA

All items under Contract-1 shall be carefully unloaded at predetermined inside location at **DNB Lab, ITER-India Lab Building** at the above address.

- 9.3.2 **The delivery of Contract-2 main valve shall be based on FCA Contractor's factory as per INCOTERMS 2020.** The Contractor is responsible for safe loading/stuffing of the supplies on the vehicle (including container) of the transporter identified by the Purchaser at Contractor's Factory.

#### 9.4 Taxes and Duties

- 9.4.1 The price quoted shall be inclusive of all applicable taxes, levies, duties and any other charges which are to be mentioned separately in the **un-Price Bid format (Annexure-B2** and Price Break-up as per **Annexure-B3** of Part-A(IB)) at the prevailing rates.
- 9.4.2 ITER-India, IPR is working as merchant exporter and intends to export the Contract-2 items/deliverables to ITER Organization, France.
- 9.4.3 GST (prevailing) will be applicable on items/deliverables under Contract-1 during the original delivery schedule.
- 9.4.4 GST will be applicable @0.1% (CGST 0.05% and SGST 0.05%) on items/deliverables under Contract-2 during the original delivery schedule as per the provisions of Notification No. 40/2017-Central Tax (Rate), Notification No. 40/2017-State Tax (Rate) both dated 23<sup>rd</sup> October 2017 and Notification No. 41/2017--Integrated Tax (Rate) dated 23<sup>rd</sup> October, 2017
- 9.4.5 No GST exemption certificate will be issued by Purchaser for concessional rate of GST.
- 9.4.6 GST registration: Bidder shall submit a copy of GST Registration certificate along with the bid.
- 9.4.7 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 authorised to recover the same along with interest from the Supplier and/or the same can be deducted from the amount payable to the Supplier.
- 9.4.8 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 of 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.
- 9.4.9 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 by the Supplier will be recovered from Supplier along with interest and / or the same can be deducted from the amount payable to the Supplier.
- 9.4.10 **Custom Duty:**  
ITER-India is exempted from payment of Customs Duty as per notification no. 39/96-custom dated 23/07/1996 as amended by notification no. 5/2012-custom dated 07/02/2012 (S. No. 37). Hence, Custom Duty payable in India should not form a part of the bid (Applicable for import material cleared in India). The Purchaser will issue the customs duty exemption certificate for materials and bought out items, which are part and deliverables to order ITEMS. Purchaser shall neither issue customs duty exemption certificate nor reimburse the customs duty paid by the Contractor for the machines & tools purchased by the Contractor which are not a part/deliverable of the Contract. List of materials and bought out items to be imported to India for this tender enquiry shall be submitted by the bidder along with the bid submission. This List should include description of items and tentative quantity. The Contractor shall furnish priced purchase order copy of all items being imported for the Contract 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 applicable GST, except customs duty, towards procurement of the imported materials should be borne by the Contractor.**

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

- (a) Income tax (TDS applicable for Supplier) at a prevailing rate will be deducted from the supplier's invoice(s). Certificate of TDS will be issued by the Purchaser.
- (b) TDS applicable at the prevailing rate as per GST Act will be deducted from the supplier's invoice(s). A TDS certificate will be issued to this effect.

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

**9.5 Mode of Payment and Payment Schedule**

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

Payment shall be made through RTGS/NEFT in INR within 30 days from the date of delivery/acceptance against each payment milestone as per **Table-2 & Table-3** and on receipt of error free invoice and other required documents complete in all respects. Necessary mandate form for RTGS/NEFT will be provided at the time of Contract/order.

**Table-2: Payment Schedule for Contract-1 (Prototype and Design of Main Valve)**

Sr. No.	Milestone for payment	%	Documents required from the Supplier for release of payment
1	Advance payment against award of Contract and submission of equivalent amount of Advance Payment Bank Guarantee (APBG) with validity of two months beyond delivery date (s) for Contract-1	10% (without taxes) of Contract-1 value	<p>A. Advance Payment Bank Guarantee for an equivalent amount</p> <p>B. Performance Security Bank Guarantee for Contract-1</p> <p>C. Duly certified Pro-forma Invoice in triplicate</p>
2	Design of sub-systems prototypes (listed in Table 2; clause 7.1 of Part-A(II)) except 400 mm and 1000 mm dia valves	20% (without taxes) of price quoted under A as per Price break up of Contract-1	<p>A. Acceptance note from Purchaser for successful completion of Design of sub-systems prototypes</p> <p>B. Advance Payment Bank Guarantee for an equivalent amount with validity of two months beyond delivery date (s) for Contract-1</p> <p>C. Duly certified Pro-forma Invoice in triplicate</p>
3	Acceptance and delivery of sub-system prototypes (listed in Table 2; clause 7.1 of Part-A(II)) except 400 mm and 1000 mm dia valves at Purchaser's site in Gandhinagar, Gujarat	60% (with taxes) of price quoted under A as per Price break up of Contract-1	<p>A. Despatch clearance note issued by Purchaser for sub-system prototypes</p> <p>B. Submission of one hard copy set of all qualification reports and one soft copy in portable SSD</p> <p>C. Duly certified tax Invoice in triplicate</p> <p>D. Delivery Challan and LR (Lorry receipt) duly</p>
4	Approval of Design of 400 mm dia valve	20% (without taxes) of price quoted under B (400 mm dia valve) as per Price break up of	<p>A. Acceptance note from Purchaser for successful completion of Design of 400 dia valve</p> <p>B. Advance Payment Bank Guarantee</p>

		Contract-1	for an equivalent amount with validity of two months beyond delivery date (s) for Contract-1 C. Duly certified Pro-forma Invoice in triplicate
5	Acceptance and delivery of 400mm dia functional valve at Purchaser's site in Gandhinagar, Gujarat	60% of price quoted under B (400 mm dia valve) as per Price break up of Contract-1	A. Despatch clearance note issued by Purchaser for 400 mm dia valve B. Submission of one hard copy set of all qualification reports and one soft copy in portable SSD C. Duly certified tax Invoice in triplicate D. Delivery Challan and LR (Lorry receipt) duly inward at security gate of ITER-India Lab, IPR
6	Approval of Design of 1000 mm dia valve	20% (without taxes) of price quoted under C (1000 mm dia valve) as per Price break up of Contract-1	A. Acceptance note from Purchaser for successful completion of Design of 1000 dia valve B. Advance Bank Guarantee for an equivalent amount C. Duly certified Pro-forma Invoice in triplicate
7	Acceptance and delivery of 1000mm dia functional valve at Purchaser's site in Gandhinagar, Gujarat	60% of price quoted under C (1000 mm dia valve) as per Price break up of Contract-1	A. Despatch clearance note issued by Purchaser for 1000 mm dia valve B. Submission of one hard copy set of all qualification reports and one soft copy in portable SSD C. Duly certified tax Invoice in triplicate D. Delivery Challan and LR (Lorry receipt) duly inward at security gate of ITER-India Lab, IPR
8	Acceptance of all the Prototypes at ITER India Lab and closure of prototype phase	10% (without taxes) of A+B+C	A. Acceptance note for closure of prototype phase issued by Purchaser B. Duly certified Proforma Invoice in triplicate C. Extension of Performance Security Bank Guarantee (if applicable)
9	Successful closure of the Final Design Review (FDR) for main valve	90% (with taxes) of price quoted under D (Design and engg. Cost of main valve) as per Price break up of Contract-1	A. Acceptance note issued by Purchaser for successful closure of FDR of main valve B. Duly certified tax Invoice in triplicate C. Submission of one hard copy set of all design data including reports and one soft copy in portable SSD

**Table-3: Payment Schedule for Contract-2 (Manufacturing, testing and supply of Main Valve)**

Sr. No.	Milestone for payment	% of Contract-2	Documents required from the Supplier for release of payment
1	Start of Contract 2 and submission of equivalent amount of Advance Bank Guarantee (ABG) with validity of two months beyond delivery date (s) for Contract-2	10% (without taxes)	A. Performance Security Bank Guarantee for Contract-2 B. Advance Bank Guarantee for an equivalent amount C. Duly certified Pro-forma Invoice in triplicate D. Note from Purchaser for start of Contract-2
2	Successful completion of Manufacturing Readiness Review (MRR) and submission of equivalent amount of Advance Bank Guarantee (ABG) with validity of two months beyond delivery date (s)	10% (without taxes)	A. Advance Bank Guarantee for an equivalent amount B. Duly certified Pro-forma Invoice in triplicate C. Acceptance note from Purchaser for successful completion of MRR
3	Successful completion of receipt and acceptance of raw materials (Forging and plates) at Contractor's premises and submission of equivalent amount of Advance Bank Guarantee (ABG) with validity of two months beyond delivery date (s)	10% (without taxes)	A. Advance Bank Guarantee for an equivalent amount B. Duly certified Pro-forma Invoice in triplicate C. Copy of unpriced purchase order for raw materials (Forging and plates) D. Acceptance note from Purchaser for successful completion of acceptance of raw materials (forging and plates)
4	Payment against supply of Main valve as per FCA INCOTERMS 2020 at Contractor's Factory	60% (along with 100% taxes of total contract value)	A. Delivery documents as per Clause no. <b>11.4</b>
5	Payment against successful completion of Site Acceptance Test (SAT) of Items under Contract-2 <del>(including mandatory spares)</del> at ITER site in France and submission of Performance bank guarantee	10%	A. Copy of Receipt Inspection Report signed by IO B. Duly Signed Warranty Certificate C. Duly certified Pro-forma Invoice in triplicate D. Extension of Performance Security Bank Guarantee (if applicable)
Total		100%	

Note:

1. Contract-2 shall be initiated only after completion of Contract-1

2. Dispatch under Contract-2 shall be affected by ITER India within 3 months of the successful completion of FAT

3. Condition for the SAT duration- SAT shall be conducted for main valve within 6 months from the date of receipt of all Items at ITER Site, France.

#### 9.6 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.

#### 9.7 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 items, components, spare and services to meet all requirements given in the Contract (refer Part-A(II)) including associated annexes.
- 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 ITER-IO personnel or 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 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 MIPs 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

- 10.2.1 The Contractor shall give the Purchaser's personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.
- 10.2.2 The supplies (in part or full) shall be offered by the Contractor for inspection at place of manufacture and/or fabrication yard and/or at such places mutually agreed between the Purchaser and the Contractor at the

Contractor's risk, expense and cost. The Contractor shall give notice of readiness of supplies for inspection to the Purchaser and shall perform all tests and inspection in presence of the inspector as per the terms of the Contract and MIPs approved by the Purchaser. In default of such notice, the Purchaser shall be entitled to appraise the quality and extent thereof.

- 10.2.3 The Contractor agrees that neither the execution of a test and/or inspection of Large bore all-metal Vacuum Valves or any part of the supplies nor the attendance by the Purchaser nor the issue of any test certificate shall release the Contractor from any other responsibilities and liabilities under the Contract.
- 10.2.4 The Purchaser shall not provide any assistance, documents and other information, apparatus, instrument, electricity, equipment, fuel, consumables, labour, materials, compressed air, nitrogen, helium, demineralised water, suitably qualified and experienced staff or other utilities which are necessary to carry out the specified tests efficiently and as per applicable codes, standards, directives and regulations and it is the responsibility of the Contractor to arrange these as required. The Contractor shall agree, with the Purchaser the time and place for the specified testing of materials and any parts of the supplies.
- 10.2.5 The Purchaser may require the Contractor to carry out any test and/or inspection not explicitly covered in the Contract, provided that the Purchaser feels that the particular test is unavoidable to assess the performance of the equipment more accurately and efficiently at factory. However, if such test and/or inspection impede the progress of work on the supplies and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the time for completion.
- 10.2.6 The items offered for inspection will be subject to inspection and test as may be considered necessary by the quality surveillance engineer of the Purchaser and his decision as regards rejection of supplies shall be final and binding on the Contractor. If any supplies are rejected as aforesaid, without prejudice to the foregoing provision, the Purchaser shall be at liberty to allow the Contractor to resubmit without prejudice to the Purchaser's right to claim and recover liquidated damages as provided in this tender, for the supplies in replacement of those rejected within a time specified by Purchaser, the Contractor bearing the cost of freight & any other charges for such replacement without being entitled to any extra payment thereof.
- 10.2.7 Quality Surveillance and audits shall be carried out by the Purchaser and/or ITER-IO.
- 10.2.8 Inspection of the components/equipment will be carried out as agreed in the approved MIP and as per requirements/details mentioned in Part-A(II).
- 10.2.9 In case of concerns regarding the quality of production, the Purchaser shall have the right to request the Contractor to carry out on-the-spot checks in addition to the checks foreseen in the technical specifications. In such a case, the Purchaser may provide a description of its concerns and the rationale behind such request. Upon receipt of such request, the Contractor shall evaluate the potential impact of such additional spot checks on the production costs and schedule. Based on all these considerations, the Parties shall agree on a course of action to tackle such issues. The actual date(s) of the on-the-spot checks shall be determined by agreement between the Parties.

## 11 Packing, Dispatch and Delivery

### 11.1 Packing and handling Instructions

Refer Part-A(II) for more details regarding packing and handling instructions.

### 11.2 Marking & Labelling

Refer Part-A(II) for more details regarding marking and labelling requirements.

### 11.3 Dispatch Clearance Note

Contractor shall obtain a Dispatch Clearance Note (DCN) on approval of test/inspection report from ITER-India Commercial Coordinator at each occasion before effecting the dispatch i.e. prior to dispatch of items under Contract-1 (prototype/reference) and items under Contract-2 -main valve.

### 11.4 Delivery Documents

- 11.4.1 The Contractor shall forward in advance to the Purchaser, by rapid Courier Service, following documents pertaining to the delivery of Contract-1/Contract-2 as detailed hereunder:
- Original GST Invoice in triplicate
  - Packing List in triplicate
  - Delivery Challan in triplicate (For Contract-1 deliverables)

- d. Bill of Lading/Air way bill (For Contract-2 deliverables)
- e. Valid Fumigation Certificate (For Contract-2 deliverables)
- f. Insurance Proof as per FCA Contractor's factory Incoterms 2020 basis (For Contract-2 deliverables)
- g. Despatch Clearance Note issued by the Purchaser

11.4.2 The dispatch documents such as Invoice, packing list, delivery challan etc., shall bear the "CONTRACT Number", "CONTRACT Date", "Destination/Delivery address".

11.4.3 Refer Part-A (II) for more details for delivery documentation.

### 11.5 Delivery Inspection

The boxes/packages containing the Contract-1 and Contract-2 deliverable items, received at the ITER-India/ITER site will be unloaded & unpacked by The Purchaser/IO's representative and make a visual inspection of its content to check:

- The integrity of the package, including identifying visible damage;
- The number and type of components contained in the shipment;
- The enclosed documentation;
- The reading of the accelerometers or other sensors;
- The integrity of the components.

In the case of anomalies, the Purchaser/IO shall make any additional relevant remark on the inspection.

The Purchaser/IO will inspect the accelerometers or other sensors mounted on the boxes. If these accelerometers record shocks above permissible values, a thorough inspection of the components shall be performed. A decision on acceptance of the delivery of the components will be made by the Purchaser/IO.

A Declaration of conformity to be signed by the Contractor and enclosed with Packing List.

### 11.6 Demurrage / Wharfage

All demurrage, detention, storage, customs inspection, wharfage and allied expenses incurred by ITER-India, if any, due to delayed clearance of items in view of non-receipt, incomplete or delayed receipt by ITER-India of the shipment documents, mis-declaration/wrong declaration of cargo, errors/difference between materials/items specifications mentioned in shipping documents and physically on the materials/items shall be recovered from the payment due to the Contractor, provided attribution of such expenses is on the Contractor. ITER-India shall inform as soon as possible to Contractor of such incidences in writing along with the necessary information.

### 11.7 Transfer of Ownership and Title

The ownership of the items under Contract-1 covered under the Contract shall be transferred to the Purchaser upon successful acceptance of items under Contract-1 at Purchaser's site. The ownership of the items under Contract-2 under the Contract shall be transferred to the Purchaser upon dispatch of items on FCA Contractor's Factory Incoterms 2020. The transfer of ownership to the Purchaser shall not relieve the Contractor of its obligations under the Contract in case of non-conformities of the items/deliverables for the duration of the warranty period.

### 11.8 Risk of Loss/damages

The Contractor/Supplier shall be responsible and liable for risk of any loss or damages to deliverable items during transportation, till successful acceptance of Contract-1 deliverables at Purchaser's site. For Contract-2 items, the Contractor/Supplier shall be responsible and liable for risk of any loss or damages till their delivery on FCA Contractor's Factory Incoterms 2020 basis. However, this shall not relieve the Contractor of its obligations under the Contract in case of non-conformities of the items/deliverables for the duration of the warranty period and for any transit damage(s) due to improper packing.

## 12 Delay, Extension & Postponement

### 12.1 Extension of Time (due to Contractor/Supplier)

12.1.1 In the event, the contractual delivery dates cannot be adhered to for any cause(s) attributable to the Contractor/Supplier, an application for extension of time with sufficient reasons shall be made by the



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

- 12.1.2 If the Contractor/Supplier 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/Supplier to claim payment on account of escalation or extra payment on account of increase of statutory levies or new statutory levies that may be payable at higher rate after the expiry of Contract delivery dates / completion time.

## 12.2 Delay in delivery dates/completion time

- 12.2.1 Should the Contractor/Supplier fails to comply with contractual delivery dates/completion time and the reasons for such failures are attributed to the Contractor/Supplier, it shall be construed as a breach of the Contract and the Purchaser shall be entitled at his option to the following:-

- 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**.
- 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.
- 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-7**.

## 12.3 Liquidated Damages (LD)

- 12.3.1 If the Contractor fails to maintain delivery (Sr. no. 2 of Table-1 of Delivery Schedule) specified in the CONTRACT for Contract-2 deliverables 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 Contract-2 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 the Contract-2 price.
- 12.3.2 Items under the Contract will be deemed to have been delivered only when all its items and components **mandatory spares** are also delivered complete in all respect. If certain items/components **spares** are not delivered in time, the items will be considered as delayed until such time as the missing parts **spares** are delivered.
- 12.3.3 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:

- Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.
- Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.
- Other Phenomena including but not limited to hostilities riots, civil commotion and declared lock-out in Contractor's works.
- 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 Acceptance

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

## 14 Warranty

- (a) The Contractor/Supplier shall warrant that the items supplied under this Contract comply fully with the specifications laid down, for the items/system, design, workmanship and performance. The items shall be new, unused and free from any defects.
- (b) The Contractor shall provide a standard commercial warranty covering repair or replacement up to 03 (three) years. The warranty period will start from the date of final acceptance of items under each Contract (Contract-1 and Contract-2).
- (c) At the end of warranty Period, the Contractor's shall remain liable for latent defects for the ITEMS **including spares** for a period of 24 months from the end of Warranty. Latent Defect means a defect, inherently lying within the material or arising out of design/manufacturing deficiency, which do not manifest themselves and/or was not reasonably discovered during warranty/defect liability period but detected within 24 months after warranty/defect liability period.
- (d) 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/Supplier and within 60 days thereafter, setting forth details of such defects or failure and Contractor/Supplier 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.
- (e) A reasonable time limit for repair or replacement of defective item(s) under warranty shall be guaranteed by the Contractor/Supplier and agreed by the Purchaser.
- (f) In case, any kind of defect attributable to the Contractor is found in the supplied items (Contract-2) at on-site (ITER Organization, Cadarache, France) during the warranty period, then, the Contractor shall repair/replace the same at On-Site (ITER Organization, Cadarache, France) at his own cost and risk.
- (g) If any supplied item is repaired/replaced during the warranty period, the Contractor/Supplier shall warrant all such items for a further period of at least 12 months from the date of repair/replacement, or remaining original warranty period, whichever is longer.
- (h) 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 components 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/Supplier shall remove and replace the defective component confirming in all respects to the stipulated specifications at the Contractor/Supplier'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 during transit, the Purchaser shall give notice to the Contractor/Supplier setting forth particulars of such Items/ Components damaged during transit. The replacement of such Components/Items shall be effected by the Contractor/Supplier within a reasonable time to avoid unnecessary delay in the intended usage of the Components/Items. The costs of replaced items covered under Contract-1 shall be borne by the Contractor/Supplier. In case of Contract-2 items, the cost of replaced items shall be borne by the Purchaser, subject to transit damage due to the fault in transportation carried out by the Purchaser. However, in case of transit damage due to improper packing or any other cause(s), then the cost of replaced items shall be borne by the Contractor/Supplier only.

### 15.2 Rejection before final acceptance:

In the event that any of the items/components (Contract-1 & Contract-2) supplied by the Contractor are found defective in design, material or workmanship or not in conformity with the requirements of the Contract specifications, before the final acceptance, the Purchaser shall reject the same and request the Contractor in writing



to repair or to replace the defective items free of cost to the Purchaser within a mutually agreed time period.

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

15.3.1 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:

15.3.1.1 Replace or rectify such defective items and recover the actual costs so involved from the Contractor/Supplier

15.3.1.2 Acquire the defective items/Systems/components 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.

15.3.2 If the Contractor/Supplier fails to make the required repairs/ replacement within mutually agreed time, then in pursuant to clause 15.3.1.1, 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/Supplier to the Purchaser or recovered by the Purchaser from the payment due to the Contractor/Supplier. 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.

### 15.4 Limitation of liability

- (a) Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Contractor/Supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the purchaser with respect to Intellectual Propriety Rights infringement.
- (b) The Purchaser being a research institute, indirect losses, that is loss of production and loss of profit is not applicable.

### 15.5 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 indemnify against 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.

### 15.6 Indemnity against loss / damage

- (a) The Contractor shall indemnify the Purchaser against any risk of accidents or damage or loss to the supplies till completion of receipt inspection/handing over to the Purchaser.
- (b) In case of failure on the part of the Contractor to respect his obligation as per clause 14, Contractor shall indemnify the Purchaser against all latent defects of the ITEMS, for a period of 24 months from the end (satisfactory completion) of the warranty period.
- (c) The Contractor shall indemnify and hold harmless the Purchaser and its employees and officers, and their respective agents, against all claims, demands, damages, losses, costs and expenses of whatsoever nature (including legal fees and expenses) in respect of:
  - i. Bodily injury, sickness, disease or death, of any person whatsoever
  - ii. damage to or loss of any property, real or personal (other than the supplies whether accepted or not) arising in connection with design and supply of the items and remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Purchaser, its employees, officers or their respective agents.
- (d) The Contractor shall at all times indemnify the Purchaser against all claims, damages or compensation under the provisions of the Payment of The Wages Act. 1936, The Minimum Wages Act, 1948, The Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, The Industrial Disputes Act, 1947 and The Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Purchaser, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all

sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the workmen's compensation act, 1923 or any modification thereof or any other law relating thereto, with specific endorsement in such insurance policies that Purchaser's interest shall be protected.

- (e) The Contractor shall pay and indemnify the Purchaser against any liability in respect of any fees or charges payable by him under any act of parliament, state laws, any government instrument, rule or order and any regulations or by-laws of any local authority in respect of the supplies prevailing on the date of submission of tender.
- (f) The Contractor shall indemnify and hold the Purchaser harmless from and against all claims, damages and expenses arising out of his failure to obtain all permit and licenses which he is required to comply with in respect of laws, ordinances, and regulations of the central or state government and/or local/public authorities.

### 15.7 Indemnity for taxes and duties

- 15.7.1 The Contractor hereby protects, indemnifies and holds harmless the Purchaser from any and all claims or liability for income, customs duties, royalty or any other taxes, duties, penalties etc., assessed or levied by the government of India or by any appropriate authority thereof or by the government of any other country against Contractor or its subcontractor or against the Purchaser for or on account of any payment made to or earned by Contractor or its subcontractor hereunder.
- 15.7.2 The Contractor further protects and holds the Purchaser harmless from all taxes assessed or levied against or on account of wages, salaries or other benefits paid to Contractor's employees or employees of its subcontractor and all taxes assessed or levied against or on the account of any property or equipment of the Contractor.
- 15.7.3 The Contractor shall be responsible for filing all necessary tax returns (including, without limitation, returns for corporate income tax, personal income tax and Goods and Services Tax (GST)) with the relevant government authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such government authorities.
- 15.7.4 The Contractor shall also ensure that its subcontractors file such returns as stipulated by the relevant government authorities and furnish such information as requested for by the relevant government authorities.
- 15.7.5 In certain situations, a government authority may treat the Purchaser as the representative assessee of the Contractor and/or its subcontractors and recover the taxes due to the government authority by the Contractor or its subcontractors from the Purchaser. In such situations, the Purchaser shall have the following rights:
  - 15.7.5.1 The Purchaser shall be entitled to recover from the Contractor, the taxes paid on behalf of the Contractor or its subcontractors (together with any costs and expenses incurred by the Purchaser in connection therewith) or to retain the same out of any amounts to be paid to the Contractor or its subcontractors that may be in its possession (whether due under this Contract or otherwise) and shall pay only the balance, if any, to the Contractor; and
  - 15.7.5.2 If the Purchaser is required to furnish any details or documents in such capacity, the Purchaser shall request the details or documents to be furnished to it by the Contractor and the Contractor shall immediately furnish the same to the Purchaser. If the Contractor fails to comply with the foregoing, any penalty/interest levied on the Purchaser for non-filing or late filing of details or documents in this regard shall be recoverable from the contractor.

### 15.8 Insurance (as per FCA Contractor's Factory INCOTERMS 2020)

#### 15.8.1 General Requirements for Insurances:

- (a) The Contractor shall, "at his own cost", take out and maintain in effect the following Insurance based on reinstatement value during the performance of the Contract and the Purchaser shall be named as co-insured under all insurance policies. All Insurers' rights of subrogation against co-insured shall be waived. Deductibles / excesses if any, under the insurance policies shall be borne by the Contractor. The identity of the insurers and the type of policies shall be subject to the approval of the Purchaser.
- (b) Unless otherwise stated, insurances under this sub-clause shall cover all physical loss / damage and third-party liability subject only to minimum compulsory / general exclusions.
- (c) Alterations to the terms of insurance shall not be made without the approval of the Purchaser.
- (d) The required insurance coverage referred to and set forth in this clause shall in no way affect or limit Contractor's liability with respect to performance of the work or any obligation under the Contract / law.

#### 15.8.2 Cargo Insurance:

Insurance as per Free Door Delivery for Contract-1 and FCA Contractor's Factory (INCOTERMS 2020) for Contract -2, covering all physical loss / damage and third-party liability subject only to minimum compulsory/ general exclusions, for full replacement value of the consignment/cargo from the Contractor's or Sub-contractor's works or Supplies.

#### 15.8.3 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.

#### 15.8.4 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.

#### 15.8.5 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.

#### 15.8.6 Automobile Liability Insurance:

The Contractor shall maintain automobile liability insurance covering all owned, non-owned and hired automobiles, trucks and other vehicles used by Contractor or its sub-Contractors in connection with the execution of Contract.

#### 15.8.7 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.

### 15.9 Storage of items at Contractor's place

- a) If the Purchaser makes a duly justified request to postpone the supply of the whole or part of the items at least 60 (sixty) calendar days prior to the stipulated date of dispatch of the items under Contract-2, the Contractor shall be responsible for providing storage, protection and maintenance of the Items, free of charge, for a period of 60 (sixty) calendar days from the stipulated date of dispatch. **However, beyond sixty days it will be chargeable for a maximum of 120 days.** Refer **Annexure-5** for undertaking for storage.
- b) The Purchaser shall provide the Contractor, direction on future storage, protection or maintenance requirements no later than the 40<sup>th</sup> calendar day of the free-of-charge period of 60 (sixty) calendar days. If the period exceeds 60 (sixty) calendar days, the Contractor shall continue to provide storage, protection and maintenance **maximum up to 120 calendar days on chargeable basis.**
- c) An agreement between the Purchaser and the Contractor will be reached concerning the reimbursement of actual duly documented and justified costs incurred by the Contractor during the period of time in excess of the aforementioned 60 (sixty) calendar days.

In case the storage, exceeds 60 calendar days, both the Parties will mutually agree for release of partial payment (milestone Sr. no. 4 of Table 3)

## 16 After Sales Services & Availability of Spares

### 16.1 After Sales Services (after warranty period)

In case the purchaser desires to avail the contractor's services for repair or maintenance of the supplied items after

expiry of warranty conditions mentioned in the contract, the contractor shall provide the same on mutually agreed terms and conditions.

## 16.2 Availability of Spares

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

## 17 Changes

### 17.1 Right to vary

- 17.1.1 The Purchaser shall have the right to propose and order the Contractor/Supplier 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.
- 17.1.2 The Contractor/Supplier may from time to time during its execution of the Contract propose to the Purchaser any change that the Contractor/Supplier considers necessary or desirable. The Purchaser may at its discretion approve or reject any change proposed by the Contractor/Supplier.
- 17.1.3 Notwithstanding Clause 17.1.1 and Clause 17.1.2, no change made necessary because of any default of the Contractor/Supplier in the performance of its obligations under the Contract and/or for Contractor/Supplier’s convenience, shall be deemed to be a change and such change shall not result in any adjustment of the Contract price or the time for completion.

### 17.2 Changes Originating From Purchaser

- 17.2.1 If any of the item in addition to the schedule of supply of materials is required during execution of the Contract due to change in specifications, drawings, designs etc., which in the opinion of the Purchaser, if not procured promptly may delay the completion of the supplies, the Contractor/Supplier shall procure the required material as per the specifications to the extent required to keep the progress of work unhindered. The Contractor/Supplier shall be paid for such additional procurement in the following manner:
- (a) If the required item/cost for change(s) proposed by the Purchaser is available in the Contract, the same unit rate/rate shall be used as cost for such change.
  - (b) If the required item/cost for change(s) proposed by the Purchaser is not available in the Contract, the Purchaser reserves the right to get the detailed break up with valid documentary evidence from the Contractor/Supplier. Contractor/Supplier shall provide the details asked by the Purchaser within the stipulated time. Purchaser and Contractor/Supplier shall mutually agree on such cost for change within 90 days from the date of such change proposed by the Purchaser.
- 17.2.2 If the Purchaser proposes a Change pursuant to this clause, it shall send to the Contractor a “Deviation Request” (Template will be provided in the Contract) requiring the Contractor to prepare and furnish to the Purchaser as soon as reasonably practicable a “Change Proposal,” which shall include the following (as applicable):
- (a) Brief description of the Change
  - (b) Effect on the Contract schedule
  - (c) Effect on the Contract Price
  - (d) Effect on Functional Guarantees (if any)
  - (e) Effect on any other provisions of the Contract.
- 17.2.3 Within 120 days from the date of receipt of the Change Proposal, the Purchaser and the Contractor shall mutually agree upon all matters therein contained. Within 120 days, the Purchaser shall, if it intends to proceed with the Change, instruct the Contractor to carry out the Change. However, the Contractor shall implement the changes,

without waiting for such agreement with the Purchaser on cost and schedule.

- 17.2.4 If both the Parties do not mutually agree within 120 days from the date of receipt of change proposal, then both the Parties shall mutually agree on a period for reaching such an agreement. If the Purchaser decides not to proceed with the Change for whatever reason, it shall, within the said period of 120 days, notify the Contractor accordingly.
- 17.2.5 However, if the Parties cannot reach agreement within mutually agreed period, then the provisions of clause no. 21 shall apply.

### 17.3 Changes Originating From Contractor

- 17.3.1 If the Contractor proposes a Change pursuant to clause no. 17.3, the Contractor shall submit to the Purchaser a written Change Proposal giving reason for the proposed Change and including the information specified in clause no. 17.2.2 and then the provisions of clause 17.2.3, 17.2.4 and clause 17.2.5 shall apply. The changes shall be effected only on receipt of acceptance of Change Proposal by Purchaser.
- 17.3.2 In case any changes or modifications in the design of any Item(s) arise during manufacturing phase, and provided such changes or modifications have positive cost implication, the same shall be carried out by the Contractor after taking the prior approval of the Purchaser, free of cost i.e. without extra cost to the Purchaser.

## 18 Foreclosure of Contract

- (a) The concerned product is a first of a kind being developed in India. With specifications for performance provided by the Purchaser, there is a possibility that due to various technical reasons beyond the control of the Contractor, the achieved parameters / performance during the prototyping/manufacturing phase of main valve, may not meet the contract specification. In such a case, the Purchaser can give notice for the foreclosure of the contract depending on the stage at which the non-performance of a desired specification takes place with no viability to continue the Contract.
- (b) Upon the notice of foreclosure under clause 18(a) above, 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.
- (c) Upon the notice of foreclosure under clause 18(a) above, the Contractor shall either immediately or upon the date specified in the notice of foreclosure:
- Cease all further work, except for such work as may be specified in the notice of termination for the sole purpose of protecting that part of the items already supplied.
  - Terminate all subcontracts, except those to be assigned to the Purchaser pursuant to sub clause (d) (ii) below
  - Stop all further purchasing and/ or subcontracting activities related to work foreclosed.
  - In addition, the Contractor, subject to the payment specified in sub-clause 18.e shall
- (d) Supply to the Purchaser the parts of the items / items / prototypes etc procured / manufactured by the Contractor against the contract and up to the date of foreclosure on mutually agreed rate.
- to extent legally possible, assign to the Purchaser all right, title and benefit of the Contractor to the Items as of the date of foreclosure, and, as may be required by the Purchaser.
  - Supply to the Purchaser all drawings (engineering / manufacturing as applicable), 3D CAD, specifications and other documents prepared by the Contractor and its subcontractor as on the date of foreclosure in connection with the supplies.
- (e) In the event of foreclosure of the Contract under sub-clause 18(a), the Purchaser shall pay to the Contractor the full amount at Contract rates properly attributable to supplies completed. In the case the supply involves parts of items accepted by the Purchaser on the date of foreclosure, the contractor shall be compensated on a mutually agreed basis, in case the unit rates are not available in the 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
- 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 Performance Security
- 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/Supplier, at risk and cost of the Contractor/Supplier, 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/Supplier.
- 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-6** 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 PSBG/ABG.

## 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 Intellectual Property Rights (IPR)

Detailed intellectual property rights provisions to be adhered by the Contractor are given in **Annexure- 3** of Part-A (III).

## 21 Settlement of disputes

### 21.1 Settlement of Disputes

- 21.1.1 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 one hundred and twenty (120) days.
- 21.1.2 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/Supplier.

## 22 The Contract

### 22.1 Signing of Contract

Apart from GeM Contract, the Contract shall be also be signed by authorized representatives of Contractor and Purchaser (on non- judicial stamp paper of appropriate value, as applicable) with all parts.

### 22.2 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.

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

The Contract shall come into force from the date of award of GeM Contract.

## 23 Annexures

The following annexes shall form an integral part of this Contract

1. Annexure-1: Performance Security (Bank guarantee)
2. Annexure-2 : Advance Payment Bank Guarantee (Advance Payment)
3. Annexure-3: Intellectual Property Rights (IPR) Provisions
4. Annexure-4: Non-Disclosure Agreement
5. Annexure-5: Undertaking for Storage
6. Annexure-6: Undertaking from the Contractor for termination of the Contract for default
7. Annexure-7: Hindrance Register



## Annexure-1: Format for Performance Security Bank Guarantee

*“(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: .....)**

4. We undertake to pay the Beneficiary any money so demanded notwithstanding 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 - INTELLECTUAL PROPERTY RIGHTS PROVISIONS

### Intellectual Property and Provision

#### 1. General terms & definitions:

**1.1** As defined in Article 1.2 & 1.3 of Annex on Information and Intellectual Property (IIP Annex) of the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (ITER Agreement), the following definition applies to information and intellectual property:

##### 1.1.1 Information:

“Information” shall mean published data, drawings, designs, computations, reports and other documents, documented data or methods of research and development, as well as the description of inventions and discoveries, whether or not protectable, which are not covered by the term Intellectual Property as defined in 1.1.2

“Information” shall also include confidential information like specifications, 3-D models, samples and prototypes.

##### 1.1.2 Intellectual property (IP):

“Intellectual Property” shall have the meaning defined in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on July 14, 1967. It may include confidential information such as know-how or trade secrets provided that they are unpublished, and in written or otherwise documented form, and

- (a) have been held in confidence by their owner,
- (b) are not generally known or available to the public from other sources, and/or are not generally available to the public in printed publications and/or other readable documents and any form of electronic records
- (c) have not been made available by their owner to other parties without an obligation concerning confidentiality, and
- (d) are not available to the receiving party without an obligation concerning confidentiality.

##### 1.1.3 Background Intellectual property:

“Background Intellectual Property” shall mean Intellectual Property that has been or is acquired, developed or produced, before the entry into force of the Contract, or outside of the scope of this Contract. (Entry into force shall be the date of Letter of Intent (LoI), in case the actual contract is signed after the LoI).

##### 1.1.4 Generated Intellectual Property:

“Generated Intellectual Property” shall mean Intellectual Property that is generated or acquired with full ownership by ITER-India or by the Contractor and its subcontractors, pursuant to and in the course execution of this Contract

#### 2. Provisions under background Intellectual Property:

##### 2.1 Declaration of background:

2.1.1 The Contractor shall declare all Intellectual Property and Information which is held by the Contractor prior to the signature of the Contract or outside its scope and which is needed for carrying out the Contract – this information & Intellectual Property shall be subsequently be referred to as “the background”. The declaration shall provide detailed information on the origin and ownership of the background as well as any legal restrictions relating to its use of which the Contractor is aware. The declaration of the background forms part of the Contract.

2.1.2 The Contractor may identify additional background information after the signature of the contract. However, in such a situation, the Contractor needs to justify why such a background was not invoked originally into the Contract. The use of this Background information shall be authorized only after discussion with ITER-India.

2.1.3 The Contractor must clearly identify the use background information that belongs to a third party for which the Contractor has a license agreement. Further, he must obtain the rights form third party to allow him to use the background in conformity with 2.1.1 and 2.1.2.

2.1.4 The Contractor must clearly identify the Background information that is confidential. ITER-India shall preserve (in a manner agreed mutually with the Contractor) the confidentiality of the same. On transfer of component to IO, the Background confidential information so provided shall be communicated to IO and shall be protected by IO in a manner described in clause 2.2.2.

2.1.5 The background information provided by the Contractor shall be owned exclusively by the Contractor.

## 2.2 Access to Background information:

2.2.1 The Contractor who has incorporated Background Intellectual Property, except confidential information such as know-how and trade secrets into the items supplied to the ITER-India and the background information so provided is required:

- to construct, operate, use or integrate technology for research and development in relation to the IO facilities,
- to maintain or repair the item provided, or
- when deemed necessary by ITER-India, in advance of any public procurement,

shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty free license to such Background Intellectual Property to ITER-India, other Members (of IO) and to the IO either directly or through ITER-India, with the right of the IO to sub-license and the right of the ITER-India and other Members (of IO) to sub-license to their research institutes and institutes of higher education within their respective territory for the purposes of publicly sponsored fusion research and development programme.

2.2.2 The Contractor who has incorporated background confidential information into the items provided to ITER-India and the background confidential information is required:

- to construct, operate, use or integrate technology for research and development in relation to the IO facilities,
- to maintain or repair the item,
- when deemed necessary by ITER-India in advance of any public procurement, or
- for safety, for quality assurance and quality control reasons as required by regulatory authorities,

shall ensure that ITER-India and the IO have an irrevocable, non-exclusive, royalty-free license available to use such background confidential information including manuals or instructional training materials for the construction, operation, maintenance and repair of the IO facilities.

The confidential information shall be transmitted maintaining the protection for confidentiality in accordance with section 2.1.4. The recipient for such information shall use it only for the provisions identified above. IO guarantees this protection and compensation for damages arising from the misuse of the background confidential information shall be the responsibility of IO.

2.2.3 The Contractor's attention is drawn to Article 4.2.4 and 4.2.5 of the IIP Annex of ITER Agreement, whereby the contractor shall use its best efforts to either grant licenses to the background incorporated into the goods supplied under the Contract or to supply such goods to IO Members under the conditions established in Article 4.2.4 and 4.2.5 of the IIP Annex of JIA.

2.2.4 The Contractor is encouraged to make its background incorporated into the goods supplied under the Contract available for commercial purposes under the conditions established in Article 4.2.6 of the IIP Annex of ITER Agreement.

2.2.5 The Contractor shall grant on fair and reasonable conditions a license to use the background information & Intellectual Property, applicable to this Contract to any third party nominated by ITER-India for the purpose of fulfilling a Contract with ITER-India.

## 3. Provisions under Generated Intellectual Property

3.1 All Information (defined in 1.1.1 above) provided by or on behalf of ITER-India to the Contractor shall remain the property of ITER-India. These shall not be shared without permission from ITER-India.

3.2 The background intellectual property provided by ITER-India will continue to be the property of the ITER-India. Any further extension of the IP during the course of execution of the Contract will also belong to the ITER-India.

3.3 If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractor to the background Information and IP owned by ITER-India and given



to the Contractor for execution, such changes shall not affect the title to the property of the ITER-India and it shall continue to own the modified Information and IP. ITER-India shall have absolute rights to assign, transfer, sublet, use and transmit all such Information and IP to its consultants, agents and collaborators. Contractor shall not have any claim or right whatsoever in respect of the above Information and IP.

- 3.4 Any information and Intellectual property generated during the course of execution of the Contract including those generated at the subcontractors end working for this Contract shall be communicated to ITER-India immediately and ITER-India shall have the first right to protect such generated intellectual property on its name. The Contractor shall take appropriate legal and administrative measures to enable ITER-India protect it in its own name.
- 3.5 In specific cases ITER-India may waive its right to take protection. In such a situation, the Contractor can take the protection of IP in its name and solely at its cost after reimbursing costs incurred by ITER-India (if any) on such a protection. At all times ITER-India shall be entitled to a royalty-free, non-exclusive, worldwide, irrevocable license with the royalty-free right to grant sublicenses on the resulting registered right.
- 3.6 If the Contractor or its employees desires to claim rights on the generated intellectual property, it shall be ensured that the same is possible, subject to compatibility with the Contractor's obligations under the Contract and also ensuring that the rights of ITER-India remain unaffected.
- 3.7 The Contractor shall be permitted to use the generated Intellectual Property for his own needs. For this, he needs to obtain license from ITER-India. The terms shall be mutually agreed.
- 3.8 The Contractor is made aware of the fact that ITER-India may at its discretion, decide to seek protection of a generated intellectual Property, outside India.
- 3.9 For generated IP where ITER-India, decides to seek protection, the inventors will assign their rights to ITER-India.
- 3.10 ITER-India will seek protection through DAE-IPR Cell.
- 3.11 Should the Contractor wish to seek protection of IP generated on the subject matter on the Contract within a period of 24 months after conclusion of the Contract, the same shall be conveyed to ITER-India. It may be noted that the subject of these IPs shall be considered to be a part of the Generated Intellectual Property (and subject to provision 3.3 above), unless the Contractor demonstrates that these have been created outside the scope of the Contract.

#### **4 Indemnities, repair rights and copyrights:**

- 4.1 In case the Contractor needs to use the intellectual property belonging to a third party, the Contractor shall indemnify ITER-India from any action for infringement associated with the third party intellectual property.
- 4.2 The Contractor shall have the first right to attend to repairs for proprietary supplies which incorporate background intellectual property owned by him. However, should the Contractor not be successful in effecting repairs for such supplies in the first instance, ITER-India shall have the right to effect repairs by whomsoever it may think fit.
- 4.3 The Contractor shall be responsible for obtaining all permits, license and copyrights required for the implementation of the Contract, as per laws applicable to the place where the Contract is executed. In case of inability to seek the necessary permits, licenses and copyrights, the Contractor shall inform the same to ITER-India and ITER-India shall decide whether to acquire the rights at costs payable by the Contractor or effect a decision to discontinue all or some part of the work

**Signed and delivered by**

Purchaser  
(Official Seal)

Contractor  
(Official Seal)



#### Annexure-4: 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)

## Annexure -5 : Undertaking for Storage

(On Non-Judicial stamp paper of appropriate value)

We,------(Contractor), give an undertaking as follows, as prerequisite to receive milestone payment as per clause no.----- of Contract.

- The Contractor shall store Items (To specify) free of cost till shipment from Contractor's factory.
- The Contractor will store Items (To specify) in such a way that it will not deteriorate the packed components including its packing as per the Contract.
- The Contractor will be liable and responsible for any loss and/or damage to Items (To specify) during storage at Contractor's end.
- The Purchaser along with insurance surveyor (if applicable) will inspect the Items (To specify) before transportation and if any damage(s)/discrepancies/non-conformance are found in the packing of the Items during the inspection, the Contractor shall rectify the damage(s)/discrepancies/non-conformance at their factory without any financial impact to the Purchaser.
- The Purchaser along with insurance surveyor (if applicable) will inspect the components before transportation and if any damage(s)/discrepancies/non-conformance are found in the Items during the inspection, the Contractor shall rectify the damage(s)/discrepancies/non-conformance at their factory within the prescribed time-limit by the Purchaser.
- This Undertaking is valid till -----.

Date:

CONTRACTOR

(Name and signature of responsible officer with SEAL)



## Annexure – 6 – UNDERTAKING FROM THE CONTRACTOR FOR TERMINATION OF CONTRACT FOR DEFAULT

(On Non-judicial Stamp Paper of appropriate value)

The Contractor agrees to the clause **Error! Reference source not found.** 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):

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

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)



Title: Development and Supply of Large Bore all-metal Vacuum Valves

GeM Bid No.

GEM/2025/B/6325478

## Annexure -7 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.