



ITER-India
Institute for Plasma Research

GeM Bid No.
GEM/2026/B/7159931

Bid Specific Additional Terms & Conditions (ATC)

Note: The bid specific ATC shall have precedence over the Service specific STC and GTC, whenever there are any conflicting provisions.


GeM Bid No.	GEM/2026/B/7159931 dated 28.01.2026
Title	Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources PART A(iii) Terms & Conditions of Contract

ITER-India, Institute for Plasma Research
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Terms and Conditions of the Contract (TCC)

1 Preamble

WHEREAS, the requirement is being floated by inviting ONE Tender for complete scope of **Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources**, which includes Supply part and Site Supervision part.

Due to integrated performance demonstration requirement of this Contract, the scope (Supply Part and Site Work Part) cannot be split. In order to have proper execution of this contract, ITER-India, Institute for Plasma Research will a sign single Frame Work Contract for Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources with a single technically qualified lowest bidder.

Framework Contract will consist of Two Contracts as per below details:

- Contract-A for “Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources”
- Contract-B for “Site supervision of High-Power RF Sources at PURCHASER’s SITE”

Both the Contracts will be governed by the General Terms and Conditions stipulated in the Framework Contract. Though there will be separate contracts with its own Contract specific Special Terms and Conditions, the total responsibility and guarantee to execute the complete scope of work of Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources (Contract-A and Contract-B) 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 SEPERATE CONTRACTS.

NOW, THEREFORE, the parties have agreed to enter into this FRAMEWORK CONTRACT for “**Design, development and Supply of Components and sub-systems for high power RF Sources**” in order to link the both contracts (Contract-A and Contract-B) with an intention to give overriding effect to the clauses of FRAMEWORK CONTRACT.

The Contract(s) resulting from this tender enquiry shall be governed by the terms and conditions of this Tender. 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 Annexes), Scope of Supply, Scope of Work and Technical and Management Specifications (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.

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2 Definitions and Interpretations

2.1 Definitions

- a) “BASIC CONTRACT VALUE” or “BASIC CONTRACT PRICE” shall mean the Contract price excluding taxes, duties and levies (as mentioned in the price break up)
- b) “BID” or “TENDER” or “QUOTATION” shall mean the tender offer and quotation in response to the tender notification.
- c) “BIDDER” or “TENDERER” or “VENDOR” shall mean the entity who seeks to supply the specified goods by submitting Tender/Bid/Quotation
- d) “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.
- e) “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.
- f) “CONTRACTOR” or “SUPPLIER” shall mean the firm or company with whom or with which the Contract for “**Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources**” 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.
- g) “CONTRACT CLOSURE” shall mean release of all payments under the contract and successful completion of all milestones as per the Contract.
- h) “CONTRACTOR RELEASE NOTE” shall mean the document issued by purchaser authorizing the CONTRACTOR to process for dispatch the items after factory acceptance/pre-dispatch inspection.
- i) “CONTRACTOR’S SITE” shall mean the site designated by Contractor for storing the packed Items ready for despatch on FCA basis.
- j) “DAY” or “DAYS” shall mean a Gregorian calendar day or days of twenty-four (24) hours each.
- k) “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.
- l) “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.

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- m) “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.
- n) “FCA” shall mean Free Carrier (at Supplier’s Site). A shipping term as per INCOTERM 2020 which indicates that the Contractor/Seller must deliver the goods, cleared for export and loaded to the carrier nominated by the Purchaser at the named/designated place. The Contractor shall be responsible for delivery until the named place.
- o) “FRAMEWORK CONTRACT” shall mean the Framework Contract for Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources. In order to execute the scope of supply and scope of work of components and sub-systems for high power RF Sources and meet the target schedule for completion and applicability of different tax rates, two contracts (Contract-A and Contract-B) will be signed. Though both contracts will be interlinked and complementary to each other’s activities, these two contracts will be linked under one Framework Contract.
- p) “INSPECTOR” shall mean any representative(s) of the Purchaser to inspect or carry out quality surveillance on supplies, items or work under the Contract.
- q) “INSPECTIONS/BASIC TESTS” shall mean inspections and acceptance of items at CONTRACTOR’s factory as described in Part A(ii) for Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources.
- r) “ITER-INDIA” is a project of Institute for Plasma Research, Bhat, Gandhinagar and it is Indian Domestic Agency for the execution of ITER Project.
- s) “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) for Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources.
- t) “MANUFACTURER” shall mean the natural or legal entity that carry out Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources under the scope of this technical specification.
- u) “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.
- v) “MONTH” shall mean a month according to Gregorian calendar.
- w) “PARTY” shall mean either the PURCHASER or the CONTRACTOR
- x) “PARTIES” to the Contract are the CONTRACTOR and the Purchaser named in the Contract.

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- y) "PERFORMANCE TEST" shall mean all operational checks and tests required to determine the performance parameters including integrated operating characteristics of the items/system as specified in the Contract.
- z) "PRICE" shall mean the prices quoted by the bidder in his bid proposal for the entire scope of supply and scope of work covered under the specifications as defined in Part A(ii) of this tender.
- aa) "PROJECT DIRECTOR" shall mean Project Director of ITER-India, who is appointed by a competent authority.
- bb) "PURCHASER" shall mean ITER-India, acting through the Project Director or his authorized representative"
- cc) "PURCHASER's SITE" shall mean ITER Organization, Saint–Paul–Lez–Durance, France.
- dd) "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.
- ee) "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.
- ff) "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.
- gg) "UNIT RATE" shall mean the rate quoted by the bidder on per set/No. basis, which will be used for addition or deletion purposes.
- hh) "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

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documents” with “bidding documents”;

- v. “Written” or “in writing” means hand-written, type-written, printed or electronically made, electronic mail resulting in a permanent record.

(b). The marginal words and headings shall not be taken into consideration in the interpretation of these Terms and Conditions of Contract.

(c). **PERSONS:** Words incorporating persons or parties shall include firms, companies, corporations, government entities and other bodies whether incorporated or not but having legal entity.

(d). **ENTIRE AGREEMENT:** The Contract constitutes the entire agreement between the Purchaser and Contractor with respect to the subject matter of Contract and includes all written communications, negotiations and agreements of parties with respect thereto made prior to the date of Contract that are included as reference in the Contract.

3 General provisions of the Contract

3.1 Language

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

3.2 Governing Law

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

3.3 Jurisdiction

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

3.4 Exercising the Rights and Powers of the Purchaser

All the rights, discretion and powers of the Purchaser under the Contract shall be exercised by the Purchaser through written communications which shall be given by the Project Director or other officers authorized by him for and on behalf of the Purchaser.


3.5 Publicity

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

3.6 Confidentiality and Secrecy

3.6.1 All information, including but not limited to, specifications, drawings and designs that are imparted to the CONTRACTOR, shall at all times, remain the absolute property of the Purchaser. The CONTRACTOR shall not use them for purposes other than for which they are provided for, and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.

3.6.2 The CONTRACTOR shall use his best endeavors to ensure that such information are not divulged to third parties except where needed for the performance of the Contract by the

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CONTRACTOR with the prior consent of the Purchaser. In such cases, the CONTRACTOR shall ensure and obtain similar obligation of confidence, from other parties in question.

- 3.6.3 The CONTRACTOR shall at his own cost procure from his own employees, agents, suppliers or sub-contractors (and agents, suppliers and sub-contractors of such agents, suppliers and sub-contractors) all such acts, deeds and things to cause such employees, agents, suppliers and sub-contractors to whom the confidential information is given, to be bound by similar confidentiality obligations as the CONTRACTOR is bound under this Agreement.
- 3.6.4 In the event of any breach of this provision, the CONTRACTOR shall indemnify the Purchaser from any liabilities, loss, 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 Director**, as mentioned in the Contract, shall act as an authority who can take all decisions related to this Contract.
- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 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.

The CONTRACTOR shall have carefully examined all tender/Contract documents and

obtained clarifications from the Purchaser wherever needed, the quantities and nature of work and material necessary for the completion of the Contract including all necessary information for risks, contingencies and others. The Contract price and the quoted Unit Rates shall, except as otherwise provided, cover all his obligations under the Contract/Order and all matters and things necessary for the proper completion of the supplies & work. The CONTRACTOR acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility and accountability 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 and/or matter related to tender will, in any circumstances, be considered payable by the Purchaser.

5.2 Compliance with law


The CONTRACTOR shall comply with all laws in force in India, in their country where the items/equipment are manufactured and, in the country, where the items/equipment 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.
- 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.
- 5.3.4 During the Contract period, to carry out some activities listed in scope of work, the CONTRACTOR needs to deploy his manpower at the Purchaser's office/site at the CONTRACTOR's risk and cost.

5.4 Sub-contracting, subletting or assignment of Contract

- 5.4.1 CONTRACTOR may subcontract identified portions of work to external parties in consultation with Purchaser. CONTRACTOR shall be responsible for all interactions with subcontractors and for the quality of the final product. Such assignment or subletting shall not relieve the CONTRACTOR from any Contractual obligation or responsibility under the Contract.
- 5.4.2 In case the CONTRACTOR sublets, transfers or assigns any part of the Contract with the prior written consent of the Purchaser, all payments to the Sub-Contractor shall be the responsibility of the CONTRACTOR and any requests from such Sub-Contractor shall not be entertained by the Purchaser.

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5.4.3 All payment to the sub-contractors shall be made by the CONTRACTOR only.

5.5 Alteration in specifications

The Purchaser reserves the right to alter specifications and contract milestones, where ever necessary. As from that date, the supplies shall be in accordance with the specifications and milestones so altered which the CONTRACTOR is bound to comply with.

In the event of such alteration involving a revision in the cost, or delay in the milestone achievement date, the same shall be discussed and mutually agreed to, taking into account the unit rates of similar items in the Contract.

5.6 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the latest edition or the revised version of such codes and standards (as on date of bid submission) shall apply unless otherwise specified. During the Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with clause 26 (Changes).

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 Refer to 'Tender **Part A(ii)** Scope of Supply & work, Technical and Management Specification for Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources, and its annexures for the detailed scope of work, scope of supply, testing and technical specifications of deliverables to be covered under this Contract.
- 6.1.2 Any tooling or accessories which may not be specifically mentioned in the Specifications but which are necessary for proper and efficient functioning of the items/systems as per the specifications of the tender enquiry shall be included in the price(s) as quoted by the CONTRACTOR.
- 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 technical specifications of the tender.
- 6.1.4 Each party shall bear their own expenses for visit of their personnel to other party's end concerning execution of the Contract

6.2 Delivery Dates and Completion Time (Contract-A and Contract-B)

CONTRACTOR shall make delivery of all the ordered items at FCA [Supplier's Site] as per **Annexure C** of 'Tender Part A(ii)- Scope of Supply & work, Technical and Management Specification for Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources. The installation, commissioning and final/site acceptance of ordered items

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including Site Supervision activities at Purchaser’s site shall be completed as per Annexure C of ‘Tender Part A(ii).

The date of delivery and time for completion stipulated in the Contract shall be deemed to be the essence of the Contract. Delivery completion must be accomplished within the dates/durations specified in Delivery Schedule (Annexure C) of Part A(ii).

The date of the “final acceptance notes” issued by the Purchaser after successful completion of Site acceptance tests at purchaser’s site shall be considered as completion date.

7 Free Issue Material (FIM)

ITER-India will issue following items (Table-1) as Free Issue Material (FIM) to the contractor.

Table 1: List of Free Issue Material

Sr No	Item Description	Quantity	Approx. cost (INR)
1.	SCM modules	12 Nos	1,00,00,000.00
2.	Integration kit <ul style="list-style-type: none"> - Mini-CODAC/PSH - Network switch - Cubicle Monitoring System - Network cards 	1 set	30,00,000.00

Contractor shall collect the FIM on his own cost and risk from Purchaser (Gandhinagar, Gujarat) against submission of Insurance Policy towards adequate security for the materials provided by the Purchaser as Free Issue Material (FIM) for the due execution of the Contract. Contractor shall also provide Indemnity Bond for FIM as per format given in Annexure-5.


Contractor shall take an Insurance Policy for storage for the value of the FIM + 10% covering all insurable risks, including risks not expressly mentioned in this Contract. The Contractor shall submit storage Insurance Policy and Indemnity bond before taking the delivery of FIM. The Insurance Policy shall be valid till the complete execution of the Contract and shall cover the following.

INSURED : Name and address of the Contractor

BENEFICIARY : ITER-India, IPR acting through Project Director or any other
Officials authorized by ITER-India.

RISKS COVERED : Any loss or damage to the Purchaser’s material due to Fire, riot, burglary, strike, theft, civil commotion, Natural calamities, corrosive contact with other material(s) and any damages arising out of external sources such as damages due accidents, materials falling on Purchaser’s materials and to protect against weather conditions and any risks as covered under ICCA.

The Contractor shall be fully responsible and accountable for the safety of the FIM during safe storage of FIM all through the period during which the FIM will remain in his possession. The Contractor shall take all necessary precautions against any loss, deterioration or destruction of the FIM from whatever cause arising whilst the said material remain in his possession and/or his custody or control, the Contractor shall also not mix-up the material in question with any of his goods and shall render true and proper accounts of the material actually used. The Contractor

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shall not use the FIM for other than Purchaser's job and utmost care should be taken to minimize the wastage or loss. Contractor will be held responsible, accountable and liable for spoilage and damage during the process. The decision as to whether the Contractor has occasioned any loss, deterioration or destruction of the FIM whilst in his possession, custody or control from whatever cause arising, as also the decision regarding quantum of the damages suffered by the Purchaser shall be final and binding upon the Contractor.


The Purchaser at all times has the right to enter the Contractor's premises where the free issue materials are stored or where the free issue materials are being used for manufacturing. The FIM (SCM Modules) in integrated form with Ordered Items shall be delivered on FCA Supplier's site as per Incoterms 2020 basis by the Contractor. FIM (Integration kit) shall be delivered to ITER-India lab after successful completion of FAT of Unit-1.

8 Guarantees

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

8.1 Performance Security Bank Guarantee (PSBG)

- a) Public sector enterprises are allowed to submit Corporate guarantee in place of Bank guarantee for the applicable cases.
- b) Within 30 days of award of Contract, the CONTRACTOR shall submit an irrevocable Bank Guarantee (BG) equal to 5% (five percent) of total CONTRACT value on a non-judicial stamp paper, as "Performance Security" towards satisfactory execution and performance of the Contract from any nationalized/ scheduled commercial bank (as per RBI). BG issuing Bank is required to send confirmation through SFMS (Structured Financial Messaging System) on our SBI bank having IFSC Code: SBIN0001045 Account No: 30360272380 and provide intimation of the same on following E-mail ID: accounts@iterindia.in.
- c) The format of the PSBG is given in Annexure – 1: Performance Security Bank Guarantee (PSBG).
- d) The Bank Guarantee shall remain valid till two months beyond the completion of Warranty obligations for the items under this CONTRACT. If need arises, the CONTRACTOR shall extend the validity of the Bank Guarantee for suitable period at his expenses.
- e) If the CONTRACTOR fails to provide the PSBG, within the period as specified in clause no. 8.1 (b), 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.
- f) 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.
- g) 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,

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failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the CONTRACT.

- h) 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.
- i) 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)

- a) The CONTRACTOR shall furnish to the Purchaser an interest free Advance Payment Bank Guarantee (APBG) from any nationalized/ scheduled commercial bank (as per RBI) for equivalent amount of advance payment by way of providing a Bank Guarantee on a non-judicial stamp paper for the satisfactory performance of the Items supplied against the CONTRACT. The Advance Payment Bank Guarantee (APBG) will remain valid till the date of last delivery (For Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources) and claim period shall be two months beyond the validity.
- b) In the event that the Bank Guarantees need extension, the CONTRACTOR shall extend the validity of APBGs for suitable period at his expenses. On the completion of all the deliveries as per CONTRACT, the original APBGs shall be returned to the CONTRACTOR without any interest on receipt of a request from the CONTRACTOR. The Advance Payment Bank Guarantee format is given in Annexure – 2: Advance Payment Bank Guarantee (APBG).
- c) 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.

9 Contract Price, Price Variation, Taxes and Duties and Payment


9.1 Terms of Prices

The price(s) quoted by the bidder shall be firm subject to variation as per price variation formula stipulated in clause No. **9.2** below for Supply and Site Supervision part.

Bidder shall quote compulsorily for both parts (Supply part and Site Supervision part) separately for Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources as per the format provided in Part B (Price bid format) of tender table 1, 2 & 3. Price/s is/ are to be quoted according to the units indicated in Price Bid format (Part B)

The Price for supply part of Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources shall include design, development & supply as per tender requirement along with documentations and its associated gate reviews.

The price for Site Supervision part shall include site supervision at PURCHASER's SITE, documentation and its associated gate review.

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9.2 Price Variation (PV)

Price variation shall be applicable for both Supply part and Site Supervision part based upon their respective events/milestones for price indices. PV shall be applicable for the pro-rata deliveries i.e. per set deliveries.

Price Variation Formula for Supply Portion:

The value for price Variation coefficients for the supply part of contract shall be as follows:

Table 2: Price Variation coefficient for the Supply part

Component	Symbol	Source of Indices used	Value of Co-efficient
Fixed Portion	F	-	0.14
Non-ferrous metals incl. precious metal (M)	a	For the materials, Wholesale Price indices (Base Year: 2011-12) monthly basis as published by Office of the Economic Adviser, Ministry of Commerce & Industry only shall be applicable. Refer link below https://eaindustry.nic.in/download_data_1112.asp	0.27
Mild Steel - Semi Finished Steel (N)	b		0.20
Other Electronic and Electric Wires and Cables (O)	c		0.09
Industrial Labour	lb	Consumer Price Index Nos. for Industrial Workers on Base 2016 = 100 published by Labour Bureau of Government (Shimla). Refer link below https://labourbureau.gov.in/consumer-price-index-numbers-for-industrial-workers	0.30

The price variation will be payable as per above coefficients in case of applicability of Contract supply part Price Variation.

The price Variation formula to be applied to the supply part of the Contract shall be as follows:

$$BC_1 = BC \left(F + a \cdot \frac{M_1}{M_0} + b \cdot \frac{N_1}{N_0} + c \cdot \frac{O_1}{O_0} + l_b \cdot \frac{L_1}{L_0} \right)$$

Where,

BC_1 = Final Contract price (excluding taxes) of items/equipment (per set).

BC = Basic Supply contract price (excluding taxes) of items /equipment (per set) less Advance payments (Sr. no. 1, 2, 3 & 4 of table no.4 and Sr No 1 of table no 5 for Set-1. Corresponding milestones to be considered for Set-2 i.e. Sr. no. 1, 2, 6 and 7 of table no 4).

M, N & O = Corresponding published price indices of various materials.

- l_b = Co-efficient of labour content in the contract of items/equipment.
- L = Labour index.
- F = Fixed portion of the Contract cost of the items/equipment which will not be subject to any Variation.
- a, b & c = Coefficients of major materials involved in the contract cost of the items/equipment's.

Subscript '0' refers to indices as prevailing on the seventh day prior to the due date of submission of bid [Submission of both Part - A (Technical & Commercial except Price) and Part – B (Price Bid)]. The CONTRACTOR will submit authentic copies of relevant published indices as on this date applicable to the tender, along with his offer or any time before opening of Price bid.

Subscript '1' refers to the indices/ exchange rates as on:

- The expiry of 2/3rd period (in terms of days) from the date of Contract to the contractual date of Factory Acceptance Test (FAT) of applicable set/s, for material component and
- The expiry of 2/3rd period (in terms of days) from the date of Contract to the contractual date of Delivery Readiness Review (DRR) of applicable set/s, for labour component.

Final Contract Price for Supply part:

The Final contract price shall be:

$$\sum BC_1 + \text{other elements of contract prices, if any}$$

In case of delay in the contractual milestones which are delayed beyond the Contractual Dates (as given in Contract) for reasons attributable to the CONTRACTOR/Supplier, the provision of Price Variation shall not be available beyond the corresponding Contractual Milestone Dates.


PV will not be paid on advance payment and fixed portion.

Price Variation Formula for Site Supervision portion:

The value for price Variation coefficients for the site supervision part of contract shall be as follows:

Table 3: Price Variation coefficient for the Site Supervision part

Component	Symbol	Source of Indices used	Value of Co-efficient
Fixed Portion	F	-	0.15
Industrial Labour	Lb	Consumer Price Index Nos. for Industrial Workers on Base 2016 = 100 published by Labour Bureau of Government (Shimla). Refer link below https://labourbureau.gov.in/consumer-price-index-numbers-for-industrial-	0.85

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The price Variation formula to be applied to the Site Supervision part of the contract shall be as follows:

$$BC_1 = BC \left(F + l_b \cdot \frac{L_1}{L_0} \right)$$

Where,

BC_1 = Final contract price (excluding taxes) (per set).

BC = Basic Site Supervision contract price (excluding taxes) (per set) less Advance payments as per Sr. no. 1 of Table-6.

l_b = Co-efficient of labour content in the contract.

L = Labour index.

F = Fixed portion of the contract cost which will not be subject to any Variation.

Subscript ‘0’ refers to indices as prevailing on the seventh day prior to the due date of submission of bid [Submission of both Part – A (Technical & Commercial except Price) and Part – B (Price Bid)]. The CONTRACTOR will submit authentic copies of relevant published indices as on this date applicable to the tender, along with his offer or any time before opening of Price bid.

Subscript ‘1’ refers to the indices as on:

The expiry of 1/2 period (in terms of days) from the date of reporting at site (after first notification of Mobilization) to successful Site Acceptance on per set basis.

PV will not be paid on advance payment and fixed portion.


Price Variation Ceiling:

The price Variation for the Supply part of Contract will be allowed up-to a ceiling of \pm Thirty percent (Plus/Minus 30 %) of the Basic Price (excluding GST and all other indirect taxes) component in INR. No ceiling applies on the Site Supervision part.

Price Variation for the Supply part of the Contract will be paid along with the receipt of each set of ordered Item(s) after FCA Contractor site basis. CONTRACTOR shall submit invoice, PV calculation and proof of indices for release of PV payment.

Price Variation for the Supervision part for each job of ordered Item(s) of the Contract will be paid after successful completion of final Site Acceptance of applicable job. CONTRACTOR shall submit invoice, PV calculation and proof of indices for release of PV payment.

Refer Annexure – 4: Format for submission of Value of Indices for base indices (Base indices as per Annexure – 4: Format for submission of Value of Indices will be submitted by bidder in their bid)

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9.3 Basis of Delivery

The delivery of complete set(s) of Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources shall be based on FCA Supplier's Site as per Incoterms 2020. The Contractor is responsible and liable for safe loading/stuffing of the Supplies/Items on the vehicle (including container) of the transporter identified by the Purchaser at Contractor's Site.

Refer to clause no. **11.2** for details of "Delivery Address".

9.4 Taxes and Duties

- 9.4.1 The price quoted shall be inclusive of all applicable taxes, levies, duties which are to be mentioned separately in the Part B (Price Bid format) of the Tender.
- 9.4.2 ITER-India, IPR is working as merchant exporter and intends to export the Supply part of Contract items/deliverables to ITER Organization, France.
- 9.4.3 GST rate for Supply Part (Contract-A, deliverable A1) will be applicable @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 October, 2017 and Notification No. 41/2017--Integrated Tax (Rate) dated 23rd October, 2017.
- 9.4.4 GST for Contract-A, deliverable A2 and supervision part will be applicable as per prevailing rate quoted in the bid.
- 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 Contractor. The Contractor hereto agrees that all liabilities arising out of any default from complying with the aforesaid directions and consequences thereof will be of the Contractor and Purchaser is authorized to recover the same along with interest from the Contractor and/or the same can be deducted from the amount payable to the Contractor.
- 9.4.8 Contractor 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 Contractor. The Contractor agrees that in case of any loss arising out of acts of the Contractor or any non-compliance on the part of the Contractor, Purchaser is authorized to recover the same along with interest from the Contractor and/or the same can be deducted from the amount payable to the Contractor.
- 9.4.9 Contractor 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 Contractor's account and any loss of credit arising due to any non-compliance by the Contractor will be recovered from Contractor along with interest and / or the same can be deducted from the amount payable to the Contractor.
- 9.4.10 Any Taxes and duties originating/applicable outside India will not be paid/reimbursed.

9.5 Custom Duty

ITER-India is exempted from payment of **Customs Duty** as per **notification no. 45/2025-Custom dated 24/10/2025 (Annexure to Table II, Sr. No. 11 (ii))**. Hence, Custom Duty

payable in India should not form a part of the bid (**Applicable for import material cleared in India and payment in foreign currency**). 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 this Contract 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 basic custom duty, towards procurement of the imported materials should be borne by the CONTRACTOR.**

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

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

9.7 Mode of Payment and Payment Schedule:

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

Payment shall be made through RTGS/NEFT in INR against each payment schedule and on receipt of error free invoice and other mentioned documents complete in all respects. Necessary mandate form for RTGS/NEFT will be provided at the time of Contract/order.


All bank charges, if applicable, shall be borne by CONTRACTOR only.

Release of payment shall be subject to:

- i. Acceptance of Contract.
- ii. Submission of error-free Performance Security as per Contract.
- iii. Submission of error-free Advance Payment Bank Guarantee as specified.

9.7.1 Payment Schedule


The payment for the Supply Part & Site Supervision works to the CONTRACTOR will be made as per the following terms ([Table 4, Table 5: Payment Schedule for Items directly delivered to ITER-India, IPR](#) & [Table 6: Payment Schedule for Site Supervision](#)) for Design, Manufacturing

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and Supply of Components and sub-systems for high power RF Sources) on production of the requisite documents:

Table 4: Components and sub-systems of ITER High Power RF sources Payment Schedule for Supply Part

Sr. No.	Payment milestone	Percentage	Documents for release of payment
1.	Advance against signing of Contract	10% of Contract-A, deliverable A1 Value	a) Proforma invoice (Triplicate) b) Performance Security Bank Guarantee for 5% of Contract Value c) Advance Payment Bank Guarantee for 10% of Contract-A, deliverable A1 value
2.	Payment against FDR closure	5 % of Contract-A, deliverable A1 Value	a) FDR approval note issued by Purchaser's Commercial coordinator b) Proforma invoice c) Advance bank guarantee for 5 % Contract-A, deliverable A1 value
3.	Payment against successful completion of FAT of components/ subsystems of Set-1 (prototype RF source)	10 % of contract Set-1 value (Prototype RF source)	a) Note issued by Purchaser's commercial coordinator for successful completion of FAT b) Proforma invoice c) Advance bank guarantee for 10 % contract value of set-1
4.	Payment against successful Integrated performance demonstration of set-1 components with Prototype RF source at ITER-India lab	5 % of contract Set-1 value (Prototype RF source)	a) Approval note issued by Purchaser's commercial coordinator for Combined RF power test report of prototype RF source (MW level RF power demonstration at 3 dB Hybrid Combiner output) at ITER India lab. b) Proforma invoice c) Advance bank guarantee for 5 % contract value of set-1
5.	Payment against dis-assembly & handover of supplied components/ sub-system of Set-1 (prototype RF source) as per FCA Supplier's site INCOTERMS 2020	55 % of contract Set-1 value (Prototype RF source)	a) Contractor Release Note/ Despatch clearance note issued by Purchaser's commercial coordinator b) Tax Invoice describing the items delivered quantity, unit rate (as applicable), their total value in triplicate (Tax invoice to be raised set wise at time of despatch of set from CONTRACTOR's site to PURCHASER's SITE) c) Packing list describing quantities, dimensions and weight
6.	Payment against successful completion of	10 % of contract Set-2 value (Unit 1	a) Note issued by Purchaser's commercial coordinator for

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	FAT of components/subsystems of Set-2 (Unit-1 RF source)	RF source)	successful completion of FAT b) Proforma invoice c) Advance bank guarantee for 10 % contract value of set-2
7.	Payment against successful Integrated performance demonstration of set-2 components with Unit-1 RF source	5 % of contract Set-2 value (Unit 1 RF source)	a) Approval note issued by Purchaser's commercial coordinator for Combined RF power test report of prototype RF source (MW level RF power demonstration at 3 dB Hybrid Combiner output) at ITER India lab. b) Proforma invoice c) Advance bank guarantee for 5 % contract value of set-2
8.	Payment against dis-assembly & handover of supplied components/sub-system of Set-2 (Unit-1 RF source) as per FCA Incoterms at Supplier's site	55 % of contract Set-2 value (Unit 1 RF source)	a) A copy of Contractor Release Note/despatch clearance note issued by Purchaser's commercial coordinator b) Tax Invoice describing the items delivered quantity, unit rate (as applicable), their total value in triplicate (Tax invoice to be raised set wise at time of despatch of set from CONTRACTOR's site to PURCHASER's SITE) c) Packing list describing quantities, dimensions and weight
9.	Payment against successful completion of integrated performance demonstration of set-1 components with Prototype RF source at Purchaser's site	10 % of contract Set-1 value (Prototype RF source)	a) A copy of Final Acceptance Note issued by the Purchaser b) Duly Signed Warranty Certificate c) Duly certified Invoice in triplicate d) Extension of Performance Security Bank Guarantee as applicable.
10	Payment against successful completion of integrated performance demonstration of set-2 components with Unit-1 RF source at Purchaser's site	10 % of contract Set-2 value (Unit 1 RF source)	a) A copy of Site acceptance test report, issued by the Purchaser b) Duly Signed Warranty Certificate c) Duly certified Invoice in triplicate d) Extension of Performance Security Bank Guarantee as applicable
11	Payment against final documentation & closure of contracts (Supply and Site Supervision)	5 % of Contract-A, deliverable A1 Value	a) Approval note issued by Purchaser's commercial coordinator for final documentation (including Operation and maintenance manuals, Final Acceptance Note and as built final design document etc.) b) Proforma Invoice (Triplicate)

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Total	100%	
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Note: Advance payment against BG may increase up to 40% for Government / Public sector undertaking firm with corresponding decrease in FCA payment milestone

Table 5: Payment Schedule for Items directly delivered to ITER-India, IPR

Sr.	Payment milestone	Percentage of Contract-A, deliverable A2	Documents for release of payment
1	Advance against signing of Contract	20%	a) Proforma invoice (Triplicate) b) Copy of Performance Security Bank Guarantee for 5% of Contract Value c) Advance Payment Bank Guarantee for 20% of Contract-A, deliverable A2 value
2	Payment against delivery of all measuring instruments as per Annexure-H13	40 %	a) A copy of Despatch Clearance note issued by the Purchaser b) Duly certified Invoice in triplicate c) Duly Signed Warranty Certificate
3	Payment against delivery of all software packages as per Annexure-H13	40 %	a) A copy of Despatch Clearance Note issued by the Purchaser. b) Duly certified Invoice in triplicate. c) Duly Signed Warranty Certificate

Table 6: Payment Schedule for Site Supervision

Sr.	Payment milestone	% of Contract-B value (Site Supervision)	Documents for release of payment
01	Advance against mobilization	10% of Contract Value Against BG	a) Invoice (Triplicate) b) Advance Payment Bank Guarantee for 10% of Contract-B value c) Note issued by Purchaser's commercial coordinator for mobilization carried out
02	Payment against supervision: After Completion of preparatory activities for readiness of supplied components & sub-systems (Set-1) for testing of Prototype RF source	20 % of Contract Value	a) Note issued by Purchaser's commercial coordinator for Completion of preparatory activities. b) Invoice (Triplicate)
03	Payment against successful completion of Integrated performance demonstration of set-1	25 % of Contract Value	a) A copy of Final Acceptance Note issued by the Purchaser's commercial coordinator b) Duly Signed Warranty Certificate

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	components with Prototype RF source		c) Invoice in triplicate
04	Payment against supervision: After Completion of preparatory activities for readiness of supplied components & sub-systems (Set-2) for testing of Unit-1 RF source	20 % of Contract Value	a) Note issued by Purchaser's commercial coordinator for Completion of preparatory activities b) Invoice (Triplicate)
05	Payment against successful completion of Integrated performance demonstration of set-2 components with Unit-1 RF source	25 % of Contract Value	a) A copy of Final Acceptance Note issued by the Purchaser's commercial coordinator b) Duly Signed Warranty Certificate c) Invoice in triplicate
Total		100%	

9.8 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.


9.9 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 Inspection & Dispatch Clearance

10.1 Pre-dispatch Inspection / Factory Acceptance Test

The Contractor shall complete the Inspection and Testing provided in Technical Specifications

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for individual items provided in Annexure-H, Part A(ii) and submit the test report for approval of the Purchaser prior to dispatch of ordered items (set 1 or set 2).

The Purchaser's representative or an authorized third Party shall be entitled at all reasonable times during manufacturing to inspect, examine and test the material and workmanship of all items to be supplied / work to be performed under this Contract at the CONTRACTOR's /sub-contractor's/supplier's premises. However such inspection, examination and testing by Purchaser shall not release the CONTRACTOR from his obligation under this Contract.

If part of said items/components are being manufactured at other premises (viz. sub-supplier), the CONTRACTOR shall obtain a permission for the Purchaser's representative to inspect, examine, and test as if the equipment were being manufactured on the CONTRACTOR's premises.

The CONTRACTOR has to perform assembly, integration and integrated performance demonstration of supplied components and sub-systems of ITER high power RF source (as outlined in section 8.1.1 of Tender Part A(ii)) for each set of high power RF source at the ITER-India lab, CONTRACTOR shall arrange for transportation of all Items for this purpose at ITER-India Lab. Purchaser shall only facilitate, however, accountability and liability of assembly, integration and integrated performance demonstration and its outcome shall be of CONTRACTOR only. The facility utilization charges for conduction of assembly, integration and integrated performance demonstration at ITER-India lab will be payable to Purchaser by CONTRACTOR (Utilization charges shall be notified in due course).

10.2 Dispatch Clearance/Contractor Release Note

The CONTRACTOR is not allowed to make partial shipment of Components and sub-systems for high power RF Sources sets, without written consent of the Purchaser.


CONTRACTOR shall obtain Contractor Release note (CRN)/ dispatch clearance note on satisfactory component test, factory acceptance test, availability of agreed number of sets complete in all aspects, from Purchaser before offering components and sub-systems for high power RF Sources for dispatch at FCA [Supplier's site]. Should the ITER-India instructs to postpone the delivery of the whole or part of the Items at least 60 (sixty) calendar days prior to the stipulated date of delivery, the CONTRACTOR shall be responsible for providing storage, protection and maintenance for the Items free of charge, for a period up to 60 (sixty) calendar days from the stipulated date.

11 Packing, Labelling, Insurance and Delivery Instructions

11.1 Packing and handling Instructions (Refer Section 7 of Part A(ii))

Careful handling, packaging is required to ensure safety of components. The CONTRACTOR shall be held responsible, accountable and liable for all loss/damages due to improper or poor packing.

Sea worthy Packing should be sturdy and rigid enough to withstand shocks and vibrations during road and sea transportation. The CONTRACTOR shall provide suitable packing such as shock/vibration absorption material to avoid damage during transportation. The packing arrangement shall include (but not limited to) a necessary list of documentation and appropriate

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packing, markings, labelling, handling provisions for the items.

Any loss/damage to the components during transportation, unloading or due to any other cause, will not be accepted and no compensation shall be paid by Purchaser for the same. The Contractor shall take due care regarding packing and forwarding of the components. It is the liability of the Contractor to deliver the components in safe and perfect condition till FCA Supplier's site. In case of damage to the components during transportation or unloading, the Contractor shall perform an urgent and effective repair or shall guarantee the replacement of the faulty component without any cost to the Purchaser, managing the repair or replacement by means of a proper non-conformity management procedure.

The CONTRACTOR shall submit a detailed transportation scheme including packing details to the Purchaser at least six months in advance for the approval.

The CONTRACTOR shall also ensure that one copy of packing list is enclosed in each box/crate in order to facilitate prompt clearance of deliverables upon arrival.

11.2 Ultimate Consignee, Address for integrated performance demonstration test facility & delivery address

The ultimate consignee of the Purchaser is:

The Sr. Officer (Purchase & Stores), ITER-India, Ahmedabad
Phone: +91-79-23 26 96 56 / +91-79-23 26 95 30
E-mail : purchase@iterindia.in

Test facility address for performance demonstration:

ITER-India lab, 3rd Floor ICH & CD lab,
Institute for Plasma Research
Near Indira Bridge,
Bhat Village, Gandhinagar 382428.
Gujarat.

Purchaser's Site/ Delivery Address:

ITER Organization,
Route de Vinon sur Verdon, CS 90046, 13067 Saint-Paul-Lez-Durance, France

Bill To Address:

Sr. Officer (Purchase & Stores),
ITER-India, Institute for Plasma Research
Block A, Sangath Skyz,
Bhat-Motera Road, Koteswar,
Ahmedabad 380005
Gujarat, India.
GSTIN: 24AAAAI0348C2ZC

ITER-India will be the merchant exporter of ordered Items to ITER Organization. The export of Items under the Contract shall be in name of Purchaser.

11.3 Delivery Documents

The CONTRACTOR shall forward in advance to the Purchaser, by rapid Courier Service and

scanned copies through e-mail, following documents:

- a. Original Tax Invoice in triplicate
- b. Delivery Challan in triplicate
- c. Packing List
- d. Lorry Receipt (LR)
- e. Despatch Clearance Note/CRN issued by the Purchaser

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

11.4 Delivery Inspection

The boxes/packages containing the deliverable items, received at the Purchaser’s site will be unpacked in presence (On-line or in-person) of CONTRACTOR’s representative for identifying the item(s) & visual inspection for any loss/damage during transit.

11.5 Insurance

11.5.1 Storage Insurance / CONTRACTOR’s All Risk Insurance Policy:

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

11.5.2 Insurance for CONTRACTOR’s Personnel

The CONTRACTOR shall effect (affect) 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.

11.5.3 Third Party Liability Insurance

Covering bodily injury or death suffered by Third parties (including Purchaser’s personnel) and loss or damage to the property occurring in connection with the supply.


11.5.4 General

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

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

12 Site Supervision Works

CONTRACTOR shall remain present continuously for technical supervision at Purchaser’s site during installation, commissioning and Site Acceptance testing activities being carried out by another CONTRACTOR being deployed by the Purchaser.

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12.1 Mobilization/Demobilization at Purchaser's site for components and sub-systems for high power RF Sources.

Once the PURCHASER's SITE is ready for installation, ITER-India will notify the CONTRACTOR at least two months in advance to mobilize the resources for supervision works at site. In case CONTRACTOR fails to provide resources for the supervision works at Purchaser's site within the stipulated period, CONTRACTOR shall indemnify ITER-India for the works that may be carried out in its absence, for performance as required/any loss/damages/failures. Compensation @ 0.1% of Contract Value (per job) of Site Supervision part (Contract-B) per week or part thereof (Maximum 5% of Contract Value (per job) of Site Supervision part, contract-B) will be paid by the Contractor for delayed mobilization of resources at Purchaser's site for reasons of such delay not attributable to the Purchaser.

In an eventuality where site works need to be temporarily discontinued, Purchaser will notify the CONTRACTOR in advance to demobilize the resources from Purchaser's site.

Mobilization and demobilization of CONTRACTOR's representative includes (but not limited to) travel expenses, deputation expenses, personnel insurance and liabilities etc.

Note: At least two instances of mobilization (to site) and demobilization (from site) may be considered, except, first mobilization at the time of start of site supervision work and the last demobilization after completion of site supervision work.

13 Acceptance Tests at Purchaser's Site for components and sub-systems for high power RF Sources (2 set)


Final / Site Acceptance of the Items/components will be subject to the fulfilment of requirements given in '*Tender Part A(ii)- Scope of Supply & work, Technical Specification for Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources*'.

Note: The CONTRACTOR has to carry out Site Work in a protected area and shall strictly follow applicable Site Security & Safety Protocol during execution of Site Work.

14 Accident liability during onsite work

CONTRACTOR and his sub-contractors shall insure its own personnel and tools & equipment's deployed at ITER-India lab in India and/or Purchaser's site (France) against all risk, such as injuries, damages, loss of life etc. The CONTRACTOR will be fully responsible, accountable and liable for payment of compensation to its own personnel.

The CONTRACTOR shall take all possible precautions and avoid loss/damages to equipment/items/Purchaser's property during the execution of installation & commissioning/site work. In the event of loss or damage to Purchaser's property/any item(s)/equipment and/or injury or loss of life to Purchaser's personnel during the course of onsite work as a result of fault(s) in the items supplied under the Contract or due to the reasons attributable to the CONTRACTOR, then, the CONTRACTOR will be fully responsible, accountable and liable for such damages/losses and payment of appropriate compensation. The CONTRACTOR agrees to relieve the Purchaser from all the liabilities under this clause. The existing CONSTRUCTION RISK POLICY of ITER shall be utilized to the extent mentioned, refer Reference document "Insurance certificate for IO new contractors (ITER_D_3QNYPS_v1_3) & "New Insurance

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scheme for ITER Worksite (ITER_D_3QGUSN_v1_2)".

15 Transfer of Ownership and Title

Notional transfer of ownership of the items shall occur upon FCA [Supplier's Site]. Final Transfer of ownership of the Items shall occur upon successful completion of Final Site Acceptance test at Purchaser's site.

16 Risk of Loss/damages

The CONTRACTOR shall be responsible, accountable and liable for risk of any loss or damages to deliverable items at Supplier's site.

17 Delay, Extension & Postponement

17.1 Extension of Time (due to CONTRACTOR)

In the event, the contractual delivery/completion dates cannot be adhered to for any cause(s) attributable to the CONTRACTOR, an application for extension of time with sufficient reasons shall be made by the CONTRACTOR to the Purchaser. If failure, on the part of the CONTRACTOR to deliver the items 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 with or without provisions to levy Liquidated Damages (LD) as he may consider justified in the circumstances of the case through a formal notification. The CONTRACTOR shall not become entitled to receive additional payment towards escalation or increased statutory levies (if any) beyond the contractual delivery date.


If the CONTRACTOR fails to apply and secure extension of Contract delivery/completion date(s) (before effecting the supply of the items as in the Contract) acceptance of such supplies by the Purchaser, shall not entitle the CONTRACTOR to claim payment on account of escalation or extra payment on account of increase of statutory levies or new statutory levies that may be payable at higher rate after the expiry of Contract delivery/completion dates (clause 6.2).

17.2 Delay in delivery dates

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

- i) To receive the deliverable items under the Contract after prescribed date of delivery with the right to impose LD on the CONTRACTOR.
- ii) To terminate the total Contract, as per clause 28. 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 – 3: Hindrance Register**.

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18 Liquidated Damages (LD) for Supply part

If the CONTRACTOR fails to deliver the respective ordered set (Prototype and/or Unit 1) on FCA Supplier Site within the time specified from the closure of FDR (Refer FCA Delivery milestones for each set as per Section 12 Annexure C of *'Tender Part A(ii)- Scope of Supply & work, Technical Specification'*) and the delay or part thereof 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 Supply part of individual set (Deliverable-A1), as applicable, for each calendar week or part thereof for the delay that is attributable to the Contractor. The total liquidated damages shall not exceed five percent (5%) of Contract (Supply part) Price for individual set (Deliverable-A1), as applicable. The final amended Contract Value based on impact of Price Variation will be taken for LD evaluation

Items will be deemed to have been delivered only when all its items and component parts of individual set are delivered. If certain items/components are not delivered in time, the items will be considered as delayed until such time as the missing parts are delivered.

If the CONTRACTOR fails to deliver the Items (Measuring Instruments and/or software packages-Annexure-H13, Part A(ii)) which are to be directly delivered to ITER-India lab in India on Free Door Delivery basis within the time specified from the closure of FDR (Refer Delivery milestones as per Section 12 Annexure C of *'Tender Part A(ii)- Scope of Supply & work, Technical Specification'*) and the delay or part thereof 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 A, deliverable A2 value, for each calendar week or part thereof for the delay that is attributable to the Contractor. The total liquidated damages shall not exceed five percent (5%) of Contract A, deliverable A2 value. The final amended Contract Value based on impact of Price Variation will be taken for LD evaluation


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.

19 Liquidated Damages (LD) for Site Supervision part

Liquidated Damages (LD) for supervision part shall be applicable for Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources.

If the CONTRACTOR/SUPPLIER fails to successfully complete the supervision works as per at Purchaser's site within the stipulated duration (refer milestone for integrated performance demonstration of applicable job as per Section 12 Annexure C of *'Tender Part A(ii)-'*) and the delay or part thereof is attributable to the CONTRACTOR on each or any occasion, the Purchaser shall recover from the CONTRACTOR as liquidated damages sum of half percent (0.5 percent) of complete site supervision part, contract-B of individual job (Porotype/unit 1) 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 complete site supervision part, contract-B of individual job. LD will be calculated/applicable per job basis. The final amended Contract Value based on impact of Price Variation will be taken for LD evaluation.

However, the payment of liquidated damages shall not in any way relieve the CONTRACTOR/SUPPLIER from any of its obligations to complete the work scope or from any other obligations and liabilities of the CONTRACTOR/SUPPLIER under the Contract/Purchase Order.

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20 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-down in CONTRACTOR's works.

Provided that Parties shall not be liable for delay 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 CONTRACTOR's 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.

21 Rejection of defective goods & CONTRACTOR's Liability

21.1 Rejection against Damages during Transit

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


21.2 Rejection before final acceptance

In the event that any of the items/components supplied by the CONTRACTOR are found defective in 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.

21.3 Limitation of liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the CONTRACTOR to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the purchaser with respect to Intellectual Propriety Rights infringement.

The Purchaser being a research institute, indirect losses, that is loss of production and loss of profit is not applicable.

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22 Indemnity

The CONTRACTOR shall at all times indemnify and hold harmless the Purchaser and its employees and officers from and against all claims which may be made in respect of supplies covered by this Contract against infringement of any right protected by patent registration, law of designs, trademarks, utility model, copyright and other intellectual property rights registered or otherwise existing.

23 Warranty, Defect Liability, Latent defect

23.1 Warranty for the Supplied items/systems

- a) The CONTRACTOR shall warrant that the items/system i.e. item description supplied under this Contract comply fully with the specifications laid down, for the items/system, workmanship and performance. The items shall be new, unused and free from any defects.
- b) CONTRACTOR shall provide a warranty on supplied components and sub-systems of each set of high power RF source (Annexure-H1 to H12) for the scope of supply covering repair or replacement up to 3 years from delivery of all the ordered items at FCA Supplier's site.
- c) CONTRACTOR shall provide a warranty on supplied Measuring Instruments (Annexure-H13) covering repair or replacement up to 3 years from final acceptance at ITER-India lab for the items mentioned in Table 1 of Annexure-H13.
- 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 and within 60 days thereafter, setting forth details of such defects or failure and CONTRACTOR shall forthwith make the defective supplies good or alter the same to make it comply with the requirements of the Contract at his own cost.
- e) A reasonable time limit for repair or replacement of defective item(s) under warranty shall be guaranteed by the CONTRACTOR and agreed by the Purchaser.
- f) The replacement of items under warranty by the Contractor shall be on DAP Purchaser's site and/or ITER-India lab basis as per Incoterms 2020. The defective items under warranty has to be collected from the purchaser's site and/or ITER-India lab by the contractor at his cost and risk for required repair/replacement.
- g) Further, if in the opinion of the Purchaser, defects are of such a nature that the same cannot be made good or repaired without impairing the efficiency or workability of the 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 shall remove and replace the defective component confirming in all respects to the stipulated specifications at the CONTRACTOR's own cost.
- h) Contractor shall remain liable for the performance of the Items supplied at PURCHASER's SITE and/or ITER-India lab till end of warranty period.

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24 CONTRACTOR's Failure to Repair/Replacement of defective Goods

If the CONTRACTOR fails to repair or replace the damaged/defective items within the mutually agreed time period during the warranty period, the Purchaser at his option either:

- a) Replace or rectify such defective items and recover the actual costs so involved from the CONTRACTOR.
- b) 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 23 and 21.

If the CONTRACTOR fails to make the required repairs/ replacement within mutually agreed time, then in pursuant to clause 24 a, such repairs/replacement shall be carried out by the Purchaser, with due information on the actual costs incurred by the Purchaser in carrying out such work in connection therewith, against documentary proof by the Purchaser, shall be paid by the CONTRACTOR to the Purchaser or recovered by the Purchaser from the payment due to the CONTRACTOR. In such case, the Purchaser shall be entitled to use the items in a reasonable and proper manner on a mutually agreed basis for such time as sufficient to enable the Purchaser to obtain repair / replacement.

25 After Sales Services & Availability of Spares

25.1 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.

25.2 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 contract signature. For purchased COTS items, the Bidder shall issue LBO (Last Buy Order) to the purchaser in case of end of production of an item. In case of unavailability within less than 10 years after signature of contract, the OEM suppliers will be requested to offer equivalent items.

26 Changes

The Purchaser shall have the right to propose and order the CONTRACTOR from time to time during the execution of the Contract to make any change, modification, addition or deletion to, in or from the supplies (hereinafter called "Change"), provided that such change falls within the general scope of the supplies and that it is technically practicable, taking into account both the state of advancement of the supplies and the technical compatibility of the change envisaged with the nature of the supplies as specified in the Contract.

The CONTRACTOR may from time to time during its execution of the Contract propose to the Purchaser any change that the CONTRACTOR considers necessary or desirable. The Purchaser may at its discretion approve or reject any change proposed by the CONTRACTOR.

Notwithstanding Clause 26, no change made necessary because of any default of the CONTRACTOR in the performance of its obligations under the Contract and/or for CONTRACTOR'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.

If any of the item(s) in addition to the schedule of supply of materials or change in any item(s) 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/modified promptly may delay the completion of the supplies, the CONTRACTOR shall procure the required material as per the specifications to the extent required to keep the progress of work unhindered. The CONTRACTOR shall be paid for such additional procurement/additional work in the following manner:

- i. 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.
- ii. 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. CONTRACTOR shall provide the details asked by the Purchaser within the stipulated time. Purchaser and CONTRACTOR shall mutually agree on such cost for change within 90 days from the date of such change proposed by the Purchaser.

27 Settlement of disputes


Any disputes or difference arising out of or in connection with the CONTRACT shall be to the extent possible settled amicably between the parties involving management from either side within sixty (60) days.

- (a) The Parties shall continue to perform their respective obligations under the CONTRACT for the portion not under dispute
- (b) The Purchaser shall continue to pay any undisputed amount to the Contractor.

28 Cancellation/Termination of Contract

28.1 Termination of Contract for default

- a) 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:
 - i. If the Contractor fails to supply/provide any or all of the deliverable items, within the time period(s) specified in the CONTRACT or any extension thereof granted by the Purchaser or within the period till which the maximum LD amount is reached.
 - ii. 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
- b) 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.
 - i. Forfeiture of Performance Security Bank Guarantee and Advance Bank Guarantee (as applicable)
 - ii. Recovery of Liquidated Damages (LD) as per the CONTRACT.

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- iii. To purchase from elsewhere, after (thirty) 30 days' notice to the Contractor, on account and the risk and cost of the Contractor, the supplies, materials and equipment, not delivered or other items of similar description when such deliverable exactly complying with the particulars are not in the opinion of the Purchaser readily procurable, such opinion being final, without cancelling the Contract in respect of the consignments not yet due for supply.
- iv. 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.
- c) In the event of action being taken under sub-clause **28.1** (b) 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.
- d) If the CONTRACT is terminated as provided in clause **28.1** (b), 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.
- e) The termination will not relieve the Contractor from submitting the Performance Security Bank Guarantee for the portion not terminated.

28.2 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 ABG/PSBG.

28.3 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.

29 Intellectual Property and Provision

Refer **section 11**, Annexure-B: Intellectual Property Rights Provisions of Part A(ii).

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30 The Contract

30.1 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.


30.2 Coming into Force (Effective date of Contract)

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

31 Annexures

The following annexes shall form an integral part of this Contract

1. Annexure-1: Performance Security Bank Guarantee (PSBG)
2. Annexure-2: Advance Payment Bank Guarantee (APBG)
3. Annexure-3: Hindrance Register
4. Annexure-4: Format for submission of Value of Indices
5. Annexure-5: Indemnity Bond for FIM

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Annexure – 1: Performance Security Bank Guarantee (PSBG)

“(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 & 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 recourse to the Applicant/ Seller and without any demur or protest or objection, 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 not withstanding any dispute or disputes raised by Seller(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

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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.....


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Annexure – 2: Advance Payment Bank Guarantee (APBG)

(On non-judicial stamp paper of appropriate value)

Bank GUARANTEE Reference No. _____ DATE: _____

1. WHEREAS on or about the _____ day of _____ 2025 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 contractor) 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, _____ (Contractor) 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, _____ (Contractor) 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.

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7. AND WE, _____ (Contractor) 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 _____ (Contractor) 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 CONTRACTOR(s).
10. OUR GUARANTEE shall remain in force until _____ (complete delivery of ordered items) and unless a claim under the guarantee is lodged on or before (specify applicable claim period, minimum 2 months required), 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.

Dated the _____ day of _____ 20__.

For _____

(Indicate the name of Bank with Postal address, Fax Number & email address)

Witnesses:

(1) Name: _____ Signature _____

(2) Name: _____ Signature _____




Annexure – 3: 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.

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Annexure – 4: Format for submission of Value of Indices


Data sheet for Price Variation details

Data to be submitted for Price Variation of Item/ Equipment under contract:

Component	Symbol	Source of Indices used	Value of Co-efficient	Value of Indices of material and labour as on Base Date
Fixed Portion	F	-	0.14	
Non-ferrous metals incl. precious metal (M)	a	For the materials, Wholesale Price indices (Base Year: 2011-12) monthly basis as published by Office of the Economic Adviser, Ministry of Commerce & Industry only shall be applicable. Refer link below https://eaindustry.nic.in/download_data_1112.asp	0.27	
Mild Steel - Semi Finished Steel (N)	b		0.20	
Other Electronic and Electric Wires and Cables (O)	c		0.09	
Industrial Labour	lb	Consumer Price Index Nos. for Industrial Workers on Base 2016 = 100 published by Labour Bureau of Government (Shimla). Refer link below https://labourbureau.gov.in/consumer-price-index-numbers-for-industrial-workers	0.30	

***Base date i.e. Indices prevailing ‘7’ days prior to the date of submission of Bid.**

Stamp and Signature of the Bidder

	Part A(iii) – Terms & Conditions of Contract for Design, Manufacturing and Supply of Components and sub-systems for high power RF Sources	GeM Bid No. GEM/2026/B/7159931
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Annexure –5: INDEMNITY BOND FOR FIM
(On non-judicial stamp paper of appropriate value)

WHEREAS the party of one part (party receiving Free Issue Material), hereinafter called the (.....) has entered into a Contract with the party of other part, i.e. the ITER-India (Institute for Plasma Research), Block – A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad - 380005, hereinafter called the “ITER-India”(I-I)/Purchaser, vide Contract No. dated DD/MM/YYYY for (item description as stated in contract/PO) at a total consideration of Rs. (Rupees..... (in words).

AND WHEREAS as per the terms of the said Contract the (.....) is to ensure safety and security of the (name of material), which is issued to the as Free Issue Material, hereinafter called FIM, valuing Rs. (Rupees in words) for carrying out the job as per the Contract. The (.....) shall furnish I-I/Purchaser a copy of insurance policy as a proof of it having insured along with this Indemnity Bond for an amount of Rs.(Rupees (in words). The Contractor shall indemnify the Purchaser and keep the Purchaser indemnified to the extent of full value of FIM for such time the entire Contract is executed and proper account for the FIM is rendered by the Contractor to the Purchaser.

NOW the (.....) hereby agrees unequivocally and unconditionally to pay, within 48 hours on demand, in writing from I-I/Purchaser or any officer authorized by it in this behalf and without demur, any amount upto and not exceeding Rs..... Rupees.....(in words) till the completion and handing over the job to the satisfaction of I-I/Purchaser as per the terms and conditions mentioned in the Contract.

NOTWITHSTANDING anything contained hereinabove,

- (i) The liability of the (.....) is restricted to Rs.....(Rupees (in words)
- (ii) (ii) This Indemnity Bond shall be valid upto DD/MM/YYYY (till the completion of the Contract).
- (iii) The liability of the (.....) to make payment shall arise and the (.....) shall be liable to indemnify the amount or any part thereof under this Indemnity Bond, only if I-I/Purchaser serves upon the (.....) a written claim or demand in terms of the Indemnity Bond on or before DD/MM/YYYY.

IN WITNESS WHEREOF, we, the (.....) has executed this Indemnity Bond on this _____ day _____ 2010.

Signature of the Contractor:



Name and Designation:

Seal

Address:

Witness:

(i) Name and address:

Signature:

(ii) Name and address:

Signature: