

Title	Tender No. I-I/ET/GTE/26006/26-27 for Supply of Tuneable YIG Band Pass Filter and Tuneable YIG source along with Driver
Subtitle	Part-II: Terms & Conditions



Table of Content

1. Delivery period	4
2. Ultimate Consignee & Delivery Address:	4
3. Warranty	4
4. Custom Duty:	4
5. Packing Materials:	5
6. Mode of Dispatch.....	6
7. Language:.....	6
8. Governing Law:	6
9. Jurisdiction:.....	6
10. Payment Term:.....	6
11. Liquidated Damages (LD):	6
12. Dispatch Clearance:	7
13. Risk of Loss/damages	7
14. Transfer of Ownership:	7
15. Terms of Prices	7
16. Taxes and Duties.....	8
17. Bank charges	8
18. Performance Security	8
19. Force Majeure	9
20. Termination of Contract for Default	9
21. Termination of contract for convenience	10
22. DEMURRAGE/ WHARFAGE	11
23. Limitation of Liability:	11
24. Extension of Time (due to contractor)	11
25. Rejection against Damages during Transit:	12
26. Recovery of Sum Due:	12
27. OEM Authorization:	12
28. The shortfall information documents:.....	12
29. Instruction to Bidders:.....	13
29.1 Tender Fee & EMD	13
29.2 Compliance to Land Border Sharing:	14
29.3 Preference to Make In India (MII):	15
29.4 Purchase preference to Micro and Small Enterprises (MSEs):	15

29.5	Document to be submitted along with bid.....	16
	Annexure-I: Unpriced Bid Format.....	17
	Annexure-II: Self-declaration by Bidder of a country sharing/not sharing land border with India	19
	Annexure – III Price Fall Clause Certificate.....	20
	Annexure-IV: Bank Guarantee	21
	Annexure – V Hindrance Register	23
	Annexure-VI: Compliance to Make in India	24
	Annexure-VII: Letter of Acceptance of Tender.....	25

1. Delivery period

- To deliver to the following address within 4 months from the date of Purchase order.

2. Ultimate Consignee & 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

Delivery Address:
ITER-India Lab building
Institute for Plasma Research Campus
Bhat, Gandhinagar-382428
Gujarat, India

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

3. Warranty

- The Contractor/Supplier shall provide a warranty covering repair or replacement of the Items/components up to 01 (One) year from the date of final acceptance at On-Site against all sorts of manufacturing defects, faulty materials and poor workmanship. Warranty of (OEM) bought out items / procured components (if any), if more than 1 year shall be intimated by the Contractor and will be applicable for all such items.

4. Custom Duty:

- **ITER-India is exempted from payment of Customs Duty as per Notification No. 45/2025 –Customs Dated 24th October, 2025.** Hence, Custom Duty payable in India should not form a part of the bid (Applicable for import material cleared in India). The Purchaser will issue the Customs Duty Exemption Certificate (CDEC) for materials and bought out items under the referred notification, which are part and deliverables to order ITEMS. Purchaser shall neither issue customs duty exemption certificate nor reimburse the customs duty paid by the Contractor for the machines & tools purchased by the Contractor which are not a part/deliverable of the Contract. **List of materials and bought out items to be imported to India for this tender shall be submitted by the bidder along with the bid submission.** This List should include description of items and tentative quantity. The Contractor shall furnish priced purchase order copy of all items being imported for the Contract at least 60 days before actual import. Copy of L/C wherever applicable, shall also be furnished by the Contractor if the purchase of

such components being imported to India, have been bought through L/C. Contractor has to maintain the list of all the Raw materials purchased, consumed and scrap for this Contract, in case the Custom Duty exemption is availed. Any proceeds received on the left out portion/scrap etc. of goods cleared through customs authority under the custom duty exemption provided by the Purchaser, applicable amount shall be given by the Contractor either to Customs authority or to ITER-India on demand from the Purchaser/customs authority. All expenses (including IGST), except customs duty, towards procurement of the imported materials should be borne by the Contractor.

5. Packing Materials:

- The equipment shall be packed properly to prevent damage during transportation and storage. Suitable anti-static (ESD-safe), moisture-protected, and shock-resistant packaging shall be provided for all YIG devices and associated electronics. The package shall be clearly marked as “Fragile” and “Electronic Equipment”.
- The Contractor shall pack and crate all items/deliverables for air shipment and road transportation in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration during transportation. The Contractor shall be held responsible for all damages due to improper or poor packing.
- The Contractor shall provide packing with suitable 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 packing, markings, labelling, handling provisions for the items. Further, special registers (viz. shock, tilt etc.) that are needed to verify the safe transport of the items in particular for the fragile items shall also be incorporated.
- Packing of the items to be optimized for shipment as per regular air transport norms. The contractor shall submit a detailed transportation scheme including packing details to the purchaser in advance for approval.
- If packing materials are of any kind of plant origin, Phytosanitary Certificate (ISPM 15) or its equivalent issued by an authorized Officer at the Country of Origin of the consignment in the format prescribed under the International Plant Protection Convention of the food and agricultural organization shall be sent along with the shipping documents. This is a mandatory requirement under the law. Deviation from this may result in holding of the consignment at customs causing delay which will be the sole responsibility of Foreign Contractor. In case, the dangerous cargo certificate is required, same needs to be submitted by the Foreign Contractor.

6. Mode of Dispatch

- Multimodal – Road/Air.

7. Language:

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

8. 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.

9. 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.

10. Payment Term:

- **For India Bidder:** 100% Payment shall be made through RTGS/NEFT within 30 days against delivery of ordered items.
- **For Foreign Bidder:** 100% Payment shall be made through wire transfer within 30 days against delivery of ordered items.

11. Liquidated Damages (LD):

- If the Contractor/Supplier fails to deliver the ordered items within the time specified in clause No. 1 and the delay or part thereof is attributable to the Contractor/Supplier, the Purchaser shall recover from the Contractor/Supplier as liquidated damages sum of half percent (0.5 percent) of the Contract 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 value
- Items will be deemed to have been delivered only when all its items and component parts are also delivered. If certain items/components are not delivered in time, the items will be considered as delayed until such time as the missing parts are delivered.
- However, the payment of liquidated damages shall not in any way relieve the Contractor/Supplier from any of its obligations to complete the supplies and work scope or from any other obligations and liabilities of the Contractor/Supplier under the Contract/Purchase Order.

- 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. Such hindrance in the Work or Supply will be taken into consideration for accessing the additional time extension.
- **Format of Hindrance Register is as per Annexure-V.**

12. Dispatch Clearance:

- Contractor shall obtain approval on Dispatch Clearance Note (DCN)/ Contractor Release Note (CRN) from the commercial coordinator of the Purchaser on satisfactory FAT of Items/Systems at Contractor's site before affecting the dispatch.

13. Risk of Loss/damages

- The Contractor shall be responsible, accountable and liable for risk of any loss or damages to deliverable items during transportation, till Final Site Acceptance of deliverables at Purchaser's site. However, this shall not relieve the Contractor of its obligations under the Contract in case of non-conformities of the items/deliverables for the duration of the warranty period.

14. Transfer of Ownership:

- Transfer of ownership of the Items shall occur upon successful completion of Final Site Acceptance test at Purchaser's site. The transfer of ownership to the Purchaser shall not relieve the Contractor of its obligations under the Contract in case of non-conformities of the items/deliverables for the duration of the warranty period.

15. Terms of Prices

- The quoted prices for this Contract shall remain firm during the validity and extended validity of this Contract. Break-up of price shall be furnished as per price-bid format (Part-B). Unit rate/s shall be valid throughout the validity of Contract period for addition/deletion purposes. The quoted price shall not be subject to price variation.
- Prices are required to be quoted according to the units indicated in the Price Bid.
- **In respect of Indigenous bidders:** The price/s quoted should be on Door Delivery and freight paid basis inclusive of cost of packing & insurance.
- **In respect of Foreign Bidders:** The price/s quoted should be on DAP ITER-India Lab Building IPR Gandhinagar basis as per Incoterms 2020. The price/s quoted should be inclusive of all applicable taxes, levies, duties applicable outside India.
- In case the foreign bidder, do not submit DAP charges, the Purchaser shall take following charges as applicable for deriving Landed Price, a) 3% of Ex-works price to arrive at FCA. b) Freight as 10% of FCA price to arrive at C & F Price. c) Insurance as 1% of C & F Price. d) 2% of total cost towards custom clearance & local transport.

- For bid received in foreign currency, RBI reference rate as on date of bid opening shall be taken for arriving at equivalent price in Indian Rupees.
- Prevailing GST as per HSN of quoted items will be taken in to consideration on DAP price for arriving at landed price on foreign bidder's quote.
- **Price will be compared on Landed Cost only.**

16.Taxes and Duties

- The price/s quoted shall be exclusive of all applicable taxes and duties in India and inclusive of all taxes and duties outside India. Any statutory duty/tax become applicable in India during the pendency of the Contract shall be borne by the Purchaser
- Tax Deducted at Source (TDS) or any other leviable taxes and or duties.
- Income tax (TDS, if applicable for Indian Contractor) at a prevailing rate as per Income Tax Act will be deducted from the supplier's invoice(s). Certificate of TDS will be issued by the Purchaser.
- Tax Deducted at Source (TDS if applicable for Foreign Contractor) under Income tax act will not be deducted from the invoices as raised by the Contractor and no certificate will be issued by the Purchaser in this regard.

17.Bank charges

- All the bank charges within India shall be borne by ITER-India. Similarly, all the charges outside India shall be borne by the Contractor including the charges towards advising amendment commission.

18.Performance Security

- The Contractor shall submit an irrevocable Bank Guarantee (BG) or FDR (Fixed Deposit Receipt) equal to 5% (five percent) of CONTRACT value within 30 days from the start of Contract. Bank Guarantee shall submit on a non- judicial stamp paper (for Indian bidder) or on Bank letter head(for foreign bidder) , as "Performance Security" towards satisfactory execution and performance of the Contract from any nationalized/ scheduled commercial bank (as per RBI for Indian bidder). 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.
- The format of the PSBG is given in Annexure-V.
- The Bank Guarantee shall remain valid 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.

- If the Contractor fails to provide the Performance Security, within the period (30 Days from contract date) such failure shall constitute a breach of CONTRACT and the Purchaser shall be entitled to take action as per available contract provisions.
- 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.
- Where the Contractor fails to maintain the specified delivery date/completion time or the Contract period is extended, the Contractor shall extend the validity of Bank Guarantee(s) suitably to cover the extended/expected delivery date or completion time, failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the CONTRACT.
- Upon satisfactory execution of the CONTRACT, the original Bank Guarantee shall be returned to the Contractor on receipt of a request from the Contractor.
- No interest shall be payable on security deposit amount till it is retained by Purchaser in terms of CONTRACT.

19. Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the CONTRACTOR or 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-

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

Parties shall not be liable for delays in performing its obligations resulting from any Force Majeure causes as referred to/or defined above. The date of completion will subject to hereinafter provided, be extended by reasonable time even though such cause may occur after Contractors performance of his obligations has been delayed for other cause. However, the Contractor is not entitled to increase in statutory levies that have come into force during the extended delivery period and not entitled to any other financial impact.

20. Termination of Contract for Default

- 20.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part in circumstance detailed hereunder:

- a) If the Contractor fails to supply/provide any or all of the deliverable items, within the time period(s) specified in the Contract or any extension thereof granted by the Purchaser or within the period (10 weeks) till which the maximum LD amount is reached.
- b) 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.

20.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may take recourse to any one or more of the following actions. However, the Contractor shall continue to perform the Contract to the extent not terminated

- c) Forfeiture of Security Deposit,
- d) Recovery of Liquidated Damages (LD) as per the Contract
- e) To purchase from elsewhere, after (thirty) 30 days' notice to the Contractor, on the risk and cost of the Contractor, the supplies, materials and equipment, not delivered or other items of similar description when such deliverable exactly complying with the particulars are not in the opinion of the Purchaser readily procurable, such opinion being final, without cancelling the Contract in respect of the consignments not yet due for supply.

20.3 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.

20.4 In the event of action being taken under sub-clause **20.1**, 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.

20.5 If the Contract is terminated as provided in clause **20.2**, 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.

20.6 The termination will not relieve the Contractor from submitting the Performance Bank Guarantee for the portion not terminated.

21. 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.

22. DEMURRAGE/ WHARFAGE

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

23.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 related to defects remedied by the Contractor under the warranty clause 3 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, such as but not limited to loss of production and loss of profit is not applicable

24.Extension of Time (due to contractor)

- In the event, the contractual delivery dates/completion time cannot be adhered to for any cause(s) attributable to the Contractor , an application for extension of time with sufficient reasons shall be made by the Contractor to the Purchaser. If failure, on the part of the Contractor to deliver the items/completion of work in scheduled time shall have arisen from any causes which the Purchaser may find as reasonable ground for an extension of time (and his decision shall be final), he may allow such additional time as he may consider justified in the circumstances of the case through a formal notification. However, this extension shall be without prejudice to the Purchaser's right to recover liquidated damages (LD) as stipulated in clause 21. The Contractor shall not become entitled to receive additional payment towards escalation or increased statutory levies (if any) beyond the contractual delivery date / completion time.
- If the Contractor fails to apply and secure extension of Contract delivery date(s) (before effecting the supply of the items as in the Contract) acceptance of such supplies by the Purchaser, shall not entitle the Contractor to claim payment on account of escalation or extra payment on account of increase of statutory levies that may be payable at higher rate after the expiry of Contract delivery dates/Contract completion date.

25.Rejection against Damages during Transit:

- If the items/Systems/components or any portion thereof is damaged during transit due to improper packing or due to the reason(s) attributable to the Contractor, the Purchaser shall give notice to the Contractor setting forth particulars of such items/Systems/Components damaged during transit. The replacement of such Systems/Components/Items shall be effected by the Contractor within a reasonable time as agreed upon by the Purchaser to avoid unnecessary delay in the intended usage of the Systems/Items. The complete cost of replaced items and the cost of replacement shall be borne by the Contractor and replacement items needs to be delivered on DAP ITER-India/ ITER site as per Incoterms 2020 basis by the Contractor on their cost and risk.

26.Recovery of Sum Due:

- Wherever any claim for the payment of Liquidated Damages or damage 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.

27.OEM Authorization:

- Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

28.The shortfall information documents:

- The shortfall information documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to eligibility criteria, after submission of the bids, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.

29. Instruction to Bidders:**29.1 Tender Fee & EMD****Tender Fee:**

No Tender Fee is applicable for downloading the tender document.

Earnest Money Deposit (EMD):

- a) **Earnest Money Deposit (EMD):** Bids must be submitted along with Earnest Money Deposit (EMD) for **INR 18,000.00 (Indian Rupees Thirty Four Thousand only)** or equivalent US\$ 190.00 or Euro € 162.00 for foreign bidders by a Demand Draft or through RTGS or through NEFT (National Electronic Funds Transfer) or through Bank Guarantee as per the details mentioned below:
- i) The DD shall be drawn in favour of **Institute for Plasma Research A/c ITER-India** and payable at Ahmedabad, INDIA. Bidder's name and PQ-NIT number shall be indicated on the reverse side of the Demand Draft. **Scan copy of the DD to be uploaded on CPP Portal and the original DD must reach to the Senior Purchase Officer within 5 days from the due date for bid submission.** Demand Draft (DD) should not be prior dated to the date of tender.
 - ii) EMD in the form of Bank Guarantee (EMD-BG) on non-judicial stamp paper of appropriate value can be submitted as per the format given in **Annexure-IV**. Scan copy of the EMD-BG to be uploaded on CPP Portal and **the original BG must reach to the Senior Purchase Officer within 5 days from the due date for bid submission.**
 - iii) EMD can be submitted through RTGS (Real Time Gross Settlement)/ NEFT (National Electronic Fund Transfer) by bidders **prior to bid submission due date.**
 - iv) The proof of payment of EMD i.e. DD/ RTGS/ NEFT/BG (scan copy) shall be uploaded with bid documents on CPP portal.
 - v) All charges for DD/RTGS/ NEFT/BG shall be borne by the bidder.
 - vi) Bank details of ITER-India for **RTGS/NEFT** are as mentioned below:

For Indian Bidder:

Beneficiary Name - Institute for Plasma Research A/c ITER-India
A/c No. 30360884053
State Bank of India
IPR Bhat Branch, Gandhinagar-382428
IFS Code : SBIN0010864
MICR : 380002096

For Foreign Bidder:

Beneficiary Name - Institute for Plasma Research A/c ITER-India
Account No. - 30360272380

Swift Code - SBININBB209

Bank Name - State Bank of India Naroda Industrial Estate Branch
GIDC Naroda, Ahmedabad (Gujarat), India , Pin-382330

- vii) EMD of unsuccessful bidder(s) in pre-qualification process will be returned, without any interest, within 30 days from the date of declaration of pre-qualification results by Purchaser.
- viii) EMD of successful bidders who qualify for tender award, will be returned, without any interest, within thirty days from the date of finalization of technically qualified L1 bidder.
- ix) EMD of technically qualified L1 bidder will be returned after award of Contract and receipt of error free Performance Security Bank Guarantee as per Contract terms.
- x) The bidder shall submit along with bid documents their account details, IFSC code, the name & address of his bankers and copy of cancelled cheque for refund of EMD and payment as applicable.
- xi) The EMD shall be forfeited if the bidder withdraws or amends or impairs or derogates from the submitted tender in any respect within the period of bid validity.
- xii) The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid. Following categories of bidders are exempted from submission of EMD:
 - (a) Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
 - (b) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are also exempted from submission of EMD subject to furnishing proof of valid registration certificate from DPIIT.
 - (c) Seller or Service Provider registered with DPS, DAE.

Such bidder shall have to upload scanned copy of relevant registration document along with their bid.

29.2 Compliance to Land Border Sharing:

- Any bidder from a country that shares a land border with India(i) , excluding countries as listed on the website of the Ministry of External Affairs(ii) , to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called ‘Restricted Countries’) shall be eligible to bid in this tender only if Bidder is registered(iii) with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard as per Annexure-II. (i) <https://mea.gov.in/india-and-neighbours.htm> (ii) <http://meadashboard.gov.in/indicators/92> (iii) <https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15 Oct 2020.pdf>

- Bidder from such Restricted Countries" means: - a) An entity incorporated, established, or registered in such a country; or b) A subsidiary of an entity incorporated, established, or registered in such a country; or c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium/ joint venture where any member falls under any of the above.
- In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate as per Annexure-III.
- If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.

29.3 Preference to Make In India (MII):

Preference shall be given to Class-I Local Supplier as defined in Public Procurement (Preference to Make In India) Order 2017, as amended from time to time and its subsequent orders/notifications issued by concerned Nodal Ministry for specific goods/products. The local content to qualify as Class-I (minimum 50% currently) or Class-II Local Supplier (more than 20% currently) is as per Government notification no. P-4501/2/2017-PP (BEII) dated 16.09.2020 issued by Ministry of Commerce & industry in this regard.

- **Class-I Local Suppliers, Class-II Local Suppliers and Non-Local Suppliers are eligible to bid for this Global Tender.**
- Class-I Local Suppliers, Class-II Local Suppliers and Non-Local Suppliers will submit duly signed & stamped certificate giving the percentage of Local content as per the format provided in Annexure-VI along with the offer failing which bid may not be considered for further evaluation.

29.4 Purchase preference to Micro and Small Enterprises (MSEs):

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer/ OEM of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Purchase preference to Micro and Small Enterprises will get precedence over Preference to Make In India.

29.5 Document to be submitted along with bid.

Following document to be submitted by bidder in the offer.

- 1) EMD as per Clause No. 29.1 of Part-II Term and conditions of contract (in case of exemption, relevant documents to be submitted).
- 2) List of import items (if applicable) for availing custom duty exemption.
- 3) Technical compliance as per Annexure-A of Part-I duly filled, signed with official seal.
- 4) Duly filled signed and stamped Annexure-I: Unpriced Bid Format
- 5) Duly filled signed and stamped Annexure-II : Compliance to Land Border Sharing
- 6) Duly filled signed and stamped Annexure-III : Price Fall Clause Certificate
- 7) Duly filled signed and stamped Annexure-VI : Compliance to Make in India
- 8) Duly filled signed and stamped Annexure-VII : Letter of Acceptance of Tender
- 9) Product catalog along with self-declaration in case of bidder is OEM of YIG Filter/Source or valid authorization certificate from OEM, in case of dealer/distributor with product catalog.

Annexure-I: Unpriced Bid Format

Unpriced Bid Format

This tender is for “Item description” as follows:

A. Unpriced Bid Format: Table-A

Sr. No.	Item Description	Qty.	Units	Quoted (Yes/No)
1	YIG-Tuned Filter with Driver Electronics, Frequency Range: 3.75–20.0 GHz, 3 dB Bandwidth: 100–290 MHz.	1	No.	Yes/No
2	YIG-Tuned Oscillator with Driver Electronics, Frequency Range: 2–20 GHz	1	No.	Yes/No

B. Bidder’s confirmation regarding submitted Price Bid:

Sr. No.	Particulars	Confirmation Yes/No
1	EMD Submitted or Exemption, if applicable as per clause No. 29.1	
2	Delivery Terms (Incoterms 2020 to be specified by foreign bidder/ free door delivery by Indian bidder) offered by	
3	QUOTED PRICE SHALL NOT INCLUDE APPLICABLE TAXES AND DUTIES in India (For Indian bidder)	Yes/No
4	GST IN % AS APPLICABLE (NOT INCLUDED IN QUOTED PRICE) (For Indian bidder)	GST % TO SPECIFY
5	QUOTED PRICE SHALL NOT INCLUDE CUSTOM DUTY (IF APPLICABLE)	Yes/No
6	LIST OF IMPORT ITEMS (TO ATTACH) AS MENTIONED IN THE CLAUSE OF CUSTOM DUTY (Sr. No. 4 of the terms & conditions)	ATTACHED- YES/NO
7	HSN Code (To specify)	HSN Code to specify
9	L1 bidder will be derived based on Total Landed Price (submission of both items) which is inclusive of applicable taxes & duties and any other charges (Landed Cost). Loading of price if bidder do not quote on DAP basis as per clause No.15.	Yes/No
10	Each Party shall bear their own expenses for visiting to other Party’s site concerning execution of the order/contract.	Yes/No
11	Tender delivery period i.e. 120 days from the date of Purchase Order will apply	Yes/No

12	Payment Terms: 100% Payment shall be made through RTGS/NEFT for Indian Bidders/Wire Transfer in case of Foreign Bidder within 30 days against delivery of ordered items by the purchaser at ITER-India site. (refer Sr No. 10 of Part-II)	Yes/No
13	Warranty – 01 year from the date of Final acceptance of ordered Items by the Purchaser	Yes/No
14	Bid Validity Period – 120 days from the date of bid opening	Yes/No
15	Is the bidder registered as Micro or Small Enterprise, If Yes, pl. mention Udyam Registration and to attach in the bid document (For Indian bidder)	Micro/Small Enterprise, Udyam Registration No.
16	Packing Materials as per Clause 5	
17	Mode of Dispatch as per Clause 6	
18	Liquidated Damages (LD) as per Clause 11	
19	Dispatch Clearance as per Clause 12	
20	Risk of Loss/damages as per Clause 13	
21	Transfer of Ownership as per Clause 14	
22	Taxes and Duties as per Clause 16	
23	Bank charges as per Clause 17	
24	Performance Security as per Clause 18	
25	Force Majeure as per Clause 19	
26	Termination of Contract for Default as per Clause 20	
27	Termination of contract for convenience as per Clause 21	
28	DEMURRAGE/ WHARFAGE as per Clause 22	
29	Limitation of Liability as per Clause 23	
30	Extension of Time (due to contractor) as per Clause 24	
31	Rejection against Damages during Transit as per Clause 25	
32	Recovery of Sum Due as per Clause 26	
33	The shortfall information documents as per Clause 28	

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

**Annexure-II: Self-declaration by Bidder of a country sharing/not
sharing land border with India**

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. dated
2) E-Tender No. I-I/ET/GTE/26006/26-27

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

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

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

Penalties for false or misleading declarations:

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

Signature
stamp
Name:
Position:
Address:
Tel:
Fax:
Email ID:
Designation:
Official Seal

Bidder's

Annexure – III Price Fall Clause Certificate**Price Fall Clause Certificate**

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

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

Date:

Signature of the Tenderer
Seal of the Firm

Annexure-IV: Bank Guarantee**ePBG Draft Document**

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

Bank Guarantee Format for Performance Security**Beneficiary:****Project Director**

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

(hereinafter referred to as Beneficiary)

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

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

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

Contract No.:

Bid Number:

Applicant / Seller:

[Name & Address of Contractor]

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

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

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

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

4. We undertake to pay the Beneficiary any money so demanded notwithstanding any dispute or disputes raised by Seller(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

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

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

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

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

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

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

Dated

For.....

(Indicate the name of the Bank)

Signature.....

Name of the Officer.....

Designation of the officer

Code no

Name of the Bank and Branch.....

Annexure – V 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/e clearance of Purchaser's representative	Sign/e clearance of Contractor's representative

It is to be noted that the delay in individual activities may not be affecting the contractual milestone depending on the available float, if any.

Annexure-VI: Compliance to Make in India

(to be printed in letter head)

Self-Certification under preference to Make in India order
Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 as amended from time to time and as applicable on the date of submission of tender/enquiry, we hereby certify that we M/s _____ are Class I local supplier/ Class II local supplier/Non-Local supplier and quoted item/service against ITER-India Enquiry/Tender No. Dated has/have local content i.e., ____%. Details of location at which local value addition will be made as follows:

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You

Signature with date:

Name:

Designation:

Official Seal

Annexure-VII: Letter of Acceptance of Tender

(This form should be printed on bidder's letter head duly signed, stamped and sent by the bidder along with the technical Bid document)

From:

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

Date:**To:**

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

Subject: Acceptance of the Tender

Ref. : GeM Bid No.: I-I/ET/GTE/26006/26-27

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from GeM/web site(s) namely: ____ as per your advertisement, given in the above mentioned website(s)
2. I / We hereby certify that I / we have read the entire tender documents i.e.
 - a. Part-I: Scope of Supply, Scope of Work, Technical Specifications and Essential Eligibility Criteria
 - b. Part-II: Terms and Conditions
 - c. Price Bid(BoQ)

which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and GeM GTC.

3. The corrigendum(s) issued, if any, from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. In this regard, we would like to confirm the following (Please ✓ against check box).

☐ I/ We hereby **unconditionally accept** all the Technical Specifications, scope of work, scope of supply, drawings (if any) and other details as per Tender Specifications and the Terms

& Conditions as per entire tender documents i.e. Part-I & Part-II along with all Annexures and Price Bid.

(In case of any comments in any of the part of tender document(s), enclose separate sheet to this annexure, mentioning details of comments on specific section/clause of tender document and put specific remarks against unconditional acceptance. Refer note below for details)

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Signature

Bidder's stamp

Name:

Position:

Note: If any deviations are proposed, these must be clearly indicated in the bid/offer as a separate annexure to this Letter of Acceptance instead of merely enclosing bidder's printed conditions of Sale. Deviations, if any, shall be reflected in this letter of acceptance (or enclosure to this letter) only and not elsewhere in the bid, failing which, the Purchaser shall consider bidder's acceptance of the tender document with no deviation.