	Part A(III) – Terms & Conditions of Contract for Manufacturing, assembly and supply of Temporary First Wall panels for ITER	GeM Bid No.
		GEM/2026/B/7687092


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/7687092
Title	Tender Part A(III) – Terms & Conditions of Contract for Manufacturing, assembly and supply of Temporary First Wall panels for ITER


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




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Terms and Conditions of the Contract (TCC)

WHEREAS, the requirement is being floated by inviting Tender for complete scope of **Manufacturing, assembly and supply of Temporary First Wall panels for ITER**.

In order to have proper execution of this Contract, ITER-India, Institute for Plasma Research and the Contractor will sign One Contract(s) for **Manufacturing, assembly and supply of Temporary First Wall panels for ITER** based on technically qualified lowest bidder for Lots (Lot1+ Lot 2). Purchaser reserves the right to include Lot-3 (optional) in the Contract at lowest price received for Lot-3, based on confirmation of inclusion of this lot received from IO.

Contractor shall be solely responsible and stand bound to maintain the Performance of the equipment/systems as defined in the Contract. Award of work 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 ONE CONTRACT.


NOW, THEREFORE, the parties have agreed to enter into this “CONTRACT FOR **Manufacturing, assembly and supply of Temporary First Wall panels for ITER**.”.

The Contract / Purchase Order resulting from this tender enquiry shall be governed by the terms and conditions given of this Tender. Bidders submitting the bid against this tender enquiry shall be deemed to have read and understood the same in total.


The Terms and Conditions of the Contract, Scope of Supply, Scope of Work and Technical Specifications (Part-A (II)) including the Annexes hereto, are integral part of the Contract 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.

1. Definitions and Interpretations

- a) “ORIGINAL BASIC CONTRACT VALUE” or “ORIGINAL BASIC CONTRACT PRICE” shall mean the total price as mentioned in the Contract at the time of contract signature date, excluding taxes, duties and levies (as mentioned in the price break up)
- b) “BASIC CONTRACT VALUE” or “BASIC CONTRACT PRICE” shall mean the total price as mentioned in the Contract as per the latest amendment (if applicable) excluding taxes, duties and levies (as mentioned in the price break up)
- c) “BID” or “TENDER” or “QUOTATION” shall mean the tender offer and quotation in response to the tender notification.


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- d) “BIDDER” or” TENDERER” or “VENDOR” shall mean the entity who seeks to supply (including installation, and commissioning at site) the specified goods by submitting Tender/Bid/Quotation. The “bidder” shall refer to the consortium, as the case may be.
- e) “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.
- f) “Consortium” shall mean an association of two or three companies, organizations (or any combination of these entities) formed by pooling their resources for the purpose of engaging in a joint venture with the objective of participating in a common bid
- g) “CONTRACTOR” or “SUPPLIER” shall mean the firm or company with whom or with which the Contract for “**Manufacturing, assembly and supply of Temporary First Wall panels for ITER**” 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.
- h) “DAY” or “DAYS” shall mean a Gregorian calendar day or days of twenty-four (24) hours each.
- i) “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.
- j) “CONTRACTOR RELEASE NOTE” shall mean the document issued by purchaser authorizing the Contractor to process for dispatch the items after factory acceptance.
- k) “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.
- l) "COMMENCEMENT DATE OF CONTRACT" shall mean the date of award of GeM Contract, on which the Contract shall come into force.
- m) “INSPECTOR” shall mean any representative(s) of the Purchaser to inspect or carry out quality surveillance on supplies, items or work under the Contract.
- n) “INSPECTIONS/BASIC TESTS” shall mean inspections and acceptance of items at Contractor’s factory as described in Part-A (II) for “**Manufacturing, assembly and supply of Temporary First Wall panels for ITER**”.
- o) “ITER-INDIA” is a project of Institute for Plasma Research, Bhat, Gandhinagar and it is Indian Domestic Agency for the execution of ITER Project.
- p) “ITEM(S)” or “GOODS” or “MATERIALS” or “PRODUCTS” or “SYSTEMS” or “EQUIPMENT” or “SUPPLIES” or “COMPONENTS” shall mean and include entire scope of supply which Contractor has agreed to supply all the deliverables as specified in the Part-

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A (II) for **Manufacturing, assembly and supply of Temporary First Wall panels for ITER.**

- q) “MANUFACTURER” shall mean the natural or legal entity that manufactures the ITER “**Manufacturing, assembly and supply of Temporary First Wall panels for ITER**” under the scope of this technical specification
- r) “MILESTONE” shall mean a scheduled or planned event or activity that indicates the completion of a major deliverable event or activity of the Contract that is measurable and observable.
- s) “MONTH” shall mean a month according to Gregorian calendar.
- t) “PARTY” shall mean either the PURCHASER or the CONTRACTOR
- u) “PARTIES” to the Contract are the Contractor and the Purchaser named in the PO.
- v) "PERFORMANCE TEST" shall mean all operational checks and tests required to determine the performance parameters including operating characteristics of the items/ system as specified in the Contract.
- w) “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 Part-A (II) of this tender.
- x) “PROJECT DIRECTOR” shall mean Project Director of ITER-India, who is appointed by a competent authority.
- y) “PURCHASER” shall mean ITER-India, acting through the Project Director or his authorized representative”
- z) “PURCHASER’s SITE” shall mean ITER Organization, Saint–Paul–Lez–Durance, France.
- aa) “PURCHASE OFFICER” or “COMMERCIAL COORDINATOR” shall mean the person authorized to act as Purchase Officer and he/she is purchaser’s representative for all commercial matters of the contract.
- bb) “CONTRACT” shall mean the communication or document signed for and on behalf of the Purchaser by an Officer duly authorized confirming the acceptance, for and on behalf of the Purchaser, on the terms and conditions mentioned or referred to in the said communication or document, including all attachments and appendices thereto, while accepting the Bid or Offer of the Contractor for supply of items and any subsequent amendments there to made on the basis of mutual agreement.
- cc) “SUB-CONTRACTOR” shall mean any person or firm or company on whom execution of any part of the supplies, including supply of any components, carrying out inspection/conformity assessment is subcontracted by the contractor and includes its legal successor or permitted assignees, and unless otherwise stated, all the sub-contractors and Contractors to such person and the term sub-contract shall be construed accordingly.

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- dd) “TOTAL CONTRACT VALUE” or “TOTAL CONTRACT PRICE” shall mean the total price as mentioned in the Contract including taxes, duties and levies (as applicable). The Total Contract value will be revised based on contract amendments, if any.
- ee) “UNIT RATE” shall mean the rate quoted by the bidder on per unit basis, which will be used for addition or deletion purposes.
- ff) "WARRANTY PERIOD" shall mean the period during which the Contractor shall remain liable without any extra cost to the Purchaser for repair, replace or rectify any defective item (s) supplied under the Contract.

2. General provisions of the Contract

2.1 Language

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

2.2 Governing Law

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

2.3 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/Purchase Order.

2.4 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.

2.5 Publicity


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

3. Confidentiality and Secrecy

All information, including but not limited to, specifications, drawings and designs that are imparted to the CONTRACTOR/SUPPLIER, shall at all times, remain the absolute property of the Purchaser. The CONTRACTOR/SUPPLIER 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.

The CONTRACTOR/SUPPLIER shall use his best endeavours to ensure that such information are not divulged to third parties except where needed for the performance of the Contract/Purchase Order by the CONTRACTOR/SUPPLIER with the prior consent of the Purchaser. In such cases, the CONTRACTOR/SUPPLIER shall ensure and obtain similar obligation of confidence, from other parties in question.

The CONTRACTOR/SUPPLIER shall at his own cost procure from his own employees,

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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/SUPPLIER is bound under this Agreement.

In the event of any breach of this provision, the CONTRACTOR/SUPPLIER 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

The **Project Director**, as mentioned in the Contract/Purchase Order, shall act as an authority who can take all decisions related to this Contract/Purchase Order.

The **Project Manager**, as mentioned in the Contract/Purchase Order, 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/Purchase Order.


The **Technical Representative Officer**, as mentioned in the Contract/Purchase Order, will be Purchaser's representative to carry out all technical functions concerning the Contract/Purchase Order including inter-alia review of technical documents, post Contract/Purchase Order technical follow up and such other technical functions with the approval of project manager.

The **Purchase Officer** as mentioned in the Contract/Purchase Order is the Purchaser's representative for all commercial matters of the Contract/Purchase Order and act as a **Commercial Coordinator**.

5. The CONTRACTOR/SUPPLIER

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.

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The CONTRACTOR/SUPPLIER 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/SUPPLIER 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/SUPPLIER 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/SUPPLIER 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/SUPPLIER's representative

The CONTRACTOR/SUPPLIER shall appoint the CONTRACTOR/SUPPLIER's key representatives, who are responsible for execution of managerial, technical and commercial aspects of the Contract/Purchase Order.

The CONTRACTOR/SUPPLIER's representatives shall represent and act for the CONTRACTOR/SUPPLIER at all times during the tenure of the Contract/Purchase Order. All notices, instructions, information and all other communications to be given by the Purchaser to the CONTRACTOR/SUPPLIER under the Contract/Purchase Order shall be given to the CONTRACTOR/SUPPLIER's representative(s), except as herein otherwise provided.


The CONTRACTOR/SUPPLIER shall promptly inform the Purchaser if there is any change in the CONTRACTOR/SUPPLIER's representative personnel or their designated roles towards this Contract/Purchase Order. In the absence of timely information regarding change of personnel or their designated roles from the CONTRACTOR/SUPPLIER, the resulting damages/liabilities if any, shall not be attributable to the Purchaser.

During the Contract/Purchase Order period, to carry out some activities listed in scope of work, the CONTRACTOR/SUPPLIER needs to deploy his manpower at the Purchaser's office/site at the CONTRACTOR/SUPPLIER's risk and cost.

Sub-contracting, subletting or assignment of Contract/Purchase Order

CONTRACTOR/SUPPLIER may subcontract identified portions of work to external parties in consultation with Purchaser. CONTRACTOR/SUPPLIER 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/SUPPLIER from any Contractual obligation or responsibility under the Contract/Purchase Order.

In case the CONTRACTOR/SUPPLIER sublets, transfers or assigns any part of the

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Contract/Purchase Order with the prior written consent of the Purchaser, all payments to the Sub-Contractor shall be the responsibility of the CONTRACTOR/SUPPLIER and any requests from such Sub-Contractor shall not be entertained by the Purchaser.

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

6. 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/SUPPLIER 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.

7. Codes and Standards

Wherever references are made in the Contract/Purchase Order to codes and standards in accordance with which the Contract/Purchase Order shall be executed, the latest edition or the revised version of such codes and standards shall apply unless otherwise specified. During the Contract/Purchase Order execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with clause 29 (Changes).

8. Consortium

Tax Compliance and all other compliance(s) shall be met by Lead Partner of Consortium.

8.1 Joint and Several Liability

If the Contractor constitutes a consortium of two or more entities:


1. Each of these entities shall be deemed to be jointly and severally liable to the Purchaser for the performance of the Contract
2. These entities shall notify the Purchaser one of such entities as their leader who shall have authority to bind the Contractor and each of these entities.

8.2 Changes in Constitution

Only under exceptional circumstances, if there is a need for any change in constitution of Consortium, the same may be considered after evaluating the justification and credentials by the Purchaser. Any such change (except Lead Partner of Consortium) shall come into effect only after prior approval in writing by the Purchaser. If prior approval as aforesaid is not obtained, the contract shall be voidable in accordance with the clause 32 Cancellation and Termination at the Purchaser's discretion.

9. 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

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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.

10. Contract Work Scope and Completion Time

10.1 Scope of Work, Scope of Supply and Specifications:

10.1.1 Refer to ‘Tender Part A(II)-Scope of Supply & work, Technical Specification for **Manufacturing, assembly and supply of Temporary First Wall panels for ITER**’ and its annexures for the detailed scope of work, scope of supply, testing and technical specifications of deliverables to be covered under this Contract/Purchase Order.

10.1.2 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/SUPPLIER.

10.1.3 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.

10.1.4 Each party shall bear their own expenses for visit of their personnel to other party’s end concerning execution of the Contract/Purchase Order

10.2 Delivery Dates and Completion Time:

CONTRACTOR/SUPPLIER shall make delivery of all the ordered items (Lot-1, 2 and 3 (if added)) on DAP (IO Site, France) as per Incoterms 2020. Delivery schedule is as follows:

Lot-1


Batch no.	TFW Row no.	Qty of Panels (Nos.)
Batch-1	TFW Row 3	18
Batch-2	TFW Row 4	18
Batch-3	TFW Row 7	18
Batch-4	TFW Row 8	18
Batch-5	TFW Row 9	18
Batch-6	TFW Row 18	36
Batch-7	TFW Row 6 + Spares of entire LOT-1	18 + Spares
<i>Depending on the assembly schedule, which is driven by IO, there could be mixing of the ROW for a given batch. The same shall be mutually agreed during the execution (typically by MRR). Bidder may optimise / combine the deliveries (with mutual agreement between purchaser and contractor) of multiple batches within the defined timeline. In such cases the payment per panel against the delivery will be calculated by average cost of the given row of lot-1 (i.e cost of row / no. of panels in that row).</i>		

Table-1A: Delivery schedule for LOT-1

Sr No.	Delivery Milestone	Delivery Schedule (T0 + X month)
1	Contract Award	T0
2	KOM	T0+1
4	Replication of the CAD for all the TFW panels, manufacturing drawing and their approval	T0+8
5	Prototype qualification and the report	T0+11
6	MRR	T0+12
7	FAT for Batch-1 of the TFW and dispatch	T0+23
8	Delivery of Batch-1 of TFW and SAT	T0+26
9	FAT for Batch-2 of the TFW and dispatch	T0+27
10	Delivery of Batch-2 of TFW and SAT	T0+30
11	FAT for Batch-3 of the TFW and dispatch	T0+31
12	Delivery of Batch-3 of TFW and SAT	T0+34
13	FAT for Batch-4 of the TFW and dispatch	T0+35
14	Delivery of Batch-4 of TFW and SAT	T0+38
15	FAT for Batch-5 of the TFW and dispatch	T0+39
16	Delivery of Batch-5 of TFW and SAT	T0+42
17	FAT for Batch-6 of the TFW and dispatch	T0+43
18	Delivery of Batch-6 of TFW and SAT	T0+46
21	FAT for Batch-7 of the TFW and dispatch along with spares	T0+47
22	Delivery of Batch-7 of TFW and SAT along with spares	T0+50

Lot-2

Batch no.	TFW Row no.	Qty of Panels
Batch-1	TFW Row 1	18
Batch-2	TFW Row 2	18
Batch-3	TFW Row 5	18
Batch-4	TFW Row 10	18
Batch-5	TFW Row 11	36
Batch-6	TFW Row 12	36
Batch-7	TFW Row 13	36
Batch-8	TFW Row 14	22


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Batch-9	TFW Row 15	19
Batch-10	TFW Row 16	36
Batch-11	TFW Row 17 + Spares for entire LOT-2	36

Depending on the assembly schedule, which is driven by IO, there could be mixing of the ROW for a given batch. The same shall be mutually agreed during the execution (typically by MRR). Bidder may optimise / combine the deliveries (with mutual agreement between purchaser and contractor) of multiple batches within the defined timeline. In such cases the payment per panel against the delivery will be calculated by average cost of the given row of lot-2 (i.e. cost of row / no. of panels in that row).

Table-1B: Delivery schedule for LOT-2

Sr. No.	Delivery Milestone	Delivery Schedule (T0 + X month)
1	Contract Award	T0
2	KOM	T0+1
4	Replication of the CAD for all the TFW panels, manufacturing drawing and their approval	T0+8
5	Prototype qualification and the report	T0+11
6	MRR	T0+12
7	FAT for Batch-1 of the TFW and dispatch	T0+21
8	Delivery of Batch-1 of TFW and SAT	T0+24
9	FAT for Batch-2 of the TFW and dispatch	T0+24
10	Delivery of Batch-2 of TFW and SAT	T0+27
11	FAT for Batch-3 of the TFW and dispatch	T0+27
12	Delivery of Batch-3 of TFW and SAT	T0+30
13	FAT for Batch-4 of the TFW and dispatch	T0+30
14	Delivery of Batch-4 of TFW and SAT	T0+33
15	FAT for Batch-5 of the TFW and dispatch	T0+33
16	Delivery of Batch-5 of TFW and SAT	T0+36
17	FAT for Batch-6 of the TFW and dispatch	T0+36
18	Delivery of Batch-6 of TFW and SAT	T0+39
21	FAT for Batch-7 of the TFW and dispatch	T0+39
22	Delivery of Batch-7 of TFW and SAT	T0+42
23	FAT for Batch-8 of the TFW and dispatch	T0+42
24	Delivery of Batch-8 of TFW and SAT	T0+45
23	FAT for Batch-9 of the TFW and dispatch	T0+45
24	Delivery of Batch-9 of TFW and SAT	T0+48
23	FAT for Batch-10 of the TFW and dispatch	T0+48
24	Delivery of Batch-10 of TFW and SAT	T0+51
23	FAT for Batch-11 of the TFW and dispatch along with spares for LOT-2	T0+51
24	Delivery of Batch-11 of TFW and SAT along with spares for LOT-2	T0+54

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Lot-3 (if opted by the Purchaser)

Batch no.	Qty (No. of sets)
Batch-1	145
Batch-2	146
Batch-3	146
A Set is the combination of pad assemblies and electrical straps required for one panel. Depending on the assembly schedule, which is driven by IO, there could be mixing of the ROW for a given batch. The same shall be mutually agreed during the execution (typically by MRR). Bidder may optimise / combine the deliveries (with mutual agreement between purchaser and contractor) of multiple batches within the defined timeline. In such cases the payment per panel against the delivery will be calculated by average cost of the Lot-3 (i.e cost of Lot-3 / no. of set).	

Table-1C: Delivery schedule for LOT-3

Sr. No.	Delivery Milestone	Delivery Schedule (T0 + X month)
1	Contract Award	T0
2	KOM	T0+1
3	Manufacturing drawing and their approval	T0+8
4	MRR	T0+12
5	FAT and dispatch for Batch-1	T0+15
6	Delivery of Batch-1	T0+16
7	FAT and dispatch for Batch-2	T0+20
8	Delivery of Batch-2	T0+21
9	FAT and dispatch for Batch-3	T0+25
10	Delivery of Batch-3	T0+30

The dates of delivery and time for completion stipulated in the Contract/Purchase Order shall be deemed to be the essence of the Contract/Purchase Order. Delivery completion must be accomplished within the dates/durations specified in Delivery Schedule for each Lot.


11. Free Issue Material (FIM)

Indicative list of Free Issue material is mentioned in clause No. 7.2 of the ‘Tender Part A(II)- Scope of Supply & work, Technical Specification for Manufacturing, assembly and supply of Temporary First Wall panels for ITER’.

Final List of FIM with quantities and and approximate cost will be provided during contract execution.

Contractor shall be provided the FIM by the Purchaser 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-A4**.

Contractor shall take an Insurance Policy for the value of the FIM + 10% covering all insurable risks, including risks not expressly mentioned in this Contract. The premium paid

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by the Contractor for insurance taken for FIM will be reimbursed based on valid documentary evidence. The Insurance Policy shall be valid till the actual delivery date 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 and any damages arising out of external sources such as damages due to the materials falling on Purchaser's materials and to protect against weather conditions and any risks as covered under ICC(A).

The Contractor shall be responsible and liable for the safety of the FIM all through the period during which the materials 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 remains 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 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 for spoilage and damage during the process. The Contractor shall be liable for loss/damage to any of the FIM whilst in his possession/custody, if the Purchaser confirms the loss/damage attribution due to the Contractor. 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. All FIM will be received by the Purchaser along with the Items in an integrated form i.e. assembled with the Items.

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 under manufacture. The Supplier shall return safely the FIM duly integrated with the ordered items (at his own cost) to the Purchaser at DAP delivery.


In case of additional FIM is to be provided by Purchaser, provisions shall be applied & mutually agreed with the CONTRACTOR/SUPPLIER.

12. Guarantees

The Performance Security Bank Guarantee and Advance Bank Guarantee shall be submitted by the Contractor as per the details below. All bank charges, if applicable, shall be borne by the Contractor only. Applicable Bank Guarantee extension charges will be reimbursed by the Purchaser as part of full and final settlement, if delay is attributed to the Purchaser

12.1 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


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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 – A1a: Performance Security Bank Guarantee.
- 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. **12.1** (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, 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.

12.2 Advance Bank Guarantee (ABG)

- a) The Contractor shall furnish to the Purchaser an interest free Advance Bank Guarantee (ABG) from any nationalized/ scheduled commercial bank (as per RBI) for equivalent amount of advance payment for each lot 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 Bank Guarantee (ABG) will remain valid till the date of last DAP delivery (for each lot) and claim period shall be two months beyond the validity. Public sector enterprises are allowed to submit Corporate Guarantee in place of Bank Guarantee. Advance bank guarantees will be released on pro-rata basis based on deliveries of batches.
- b) In the event that the Bank Guarantees need extension, the Contractor shall extend the validity of ABGs for suitable period at his expenses. On the completion of all the deliveries as per CONTRACT, the original ABGs shall be returned to the Contractor without any interest on receipt of a request from the Contractor. The Advance Bank Guarantee format is given in Annexure – A1b: Advance Bank Guarantee.
- 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:

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30360272380 and provide intimation of the same on following E-mail ID: accounts@iterindia.in .

13. Contract Price, Price Variation, Taxes and Duties and Payment

13.1 Terms of Prices

The price(s) for this Contract/Purchase Order shall be on fixed-firm and lumpsum basis. The price shall be subject to Price Variation as per below clause no. 13.2.

13.2 Price Variation (PV)

Price variation shall be applicable for ‘Tender Part A(II)-Scope of Supply & work, Technical Specification for Manufacturing, assembly and supply of Temporary First Wall panels for ITER’.

PV formula along with other terms and conditions shall be provided during pre-bid.

13.3 Basis of Delivery

The price quoted shall be inclusive of packing & forwarding and delivery as per DAP (IO site, France) as per Incoterms 2020. Refer to clause no. 17.2 for details of “delivery address”. Mode of shipment is by sea.

13.4 Taxes and Duties

The price quoted shall be inclusive of all applicable taxes, levies, duties which are to be mentioned separately in the Part A(I) of the Tender.


The Purchaser is a Merchant Exporter and intends to avail the benefit of Notification No. 40/2017-Central Tax (Rate) dated 23.10.2017 and Notification No. 41/2017-Integrated Tax (Rate) dated 23.10.2017, as amended from time to time. The Purchaser shall furnish the prescribed declarations and comply with the conditions stipulated under the said notifications

No GST exemption certificate will be issued by Purchaser for concessional rate of GST. In the event of non-compliance with applicable GST norms by the purchaser, resulting in additional GST liability to the contractor, the purchaser shall compensate the contractor for the differential GST amount, subject to submission of valid documentary evidence.

GST registration: Bidder shall submit a copy of GST Registration certificate along with the bid.

In case any deviation is found at subsequent stage, wherein GST impact has not been given effect to the cost for any reasons whatsoever, then any consequences arising thereof shall be borne by the supplier. The Supplier hereto agrees that all liabilities arising out of any default from complying with the aforesaid directions and consequences thereof will be of the Supplier and Purchaser is authorized to recover the same along with interest from the Supplier and/or the same can be deducted from the amount payable to the Supplier.

Supplier shall be liable to evaluate compliance requirements under GST and ensure proper mechanism for undertaking the same is put in place so that there is no loss of any kind to the

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Purchaser due to non-compliance on supplier. The Supplier agrees that in case of any loss arising out of acts of the Supplier or any non-compliance on the part of the Supplier, Purchase is authorized to recover the same along with interest from the Supplier and/or the same can be deducted from the amount payable to the supplier.

Supplier shall be liable to update GSTN and HSN Code as and whenever applicable to the item(s) supplied on Invoice and any mis-match/rejection due to GSTN/ HSN Code will be on supplier's account and any loss of credit arising due to any non-compliance by the Supplier will be recovered from Supplier along with interest and / or the same can be deducted from the amount payable to the Supplier.

Any Taxes and duties originating/applicable outside India will not be paid/reimbursed.

13.5 Custom Duty

ITER-India is exempted from payment of Customs Duty as per notification no. 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 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/Purchase Order. Tentative List of materials and bought out items to be imported to India for this tender enquiry shall be submitted by the bidder along with the bid submission. This List should include description of items and tentative quantity. The Contractor shall furnish priced purchase order copy of all items being imported for the Contract/Purchase Order 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/Purchase Order, 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 customs duty, towards procurement of the imported materials should be borne by the Contractor.**

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


Income tax (TDS applicable for Supplier) at a prevailing rate will be deducted from the supplier's invoice(s). Certificate of TDS will be issued by the Purchaser.

TDS applicable at the prevailing rate as per GST Act will be deducted from the supplier's invoice(s). A TDS certificate (Form GSTR-7A) will be issued to this effect.

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

13.7 Mode of Payment and Payment Schedule:

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

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Payment shall be made within 30 days 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/SUPPLIER only.

Release of payment shall be subject to:

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

13.8 Payment Schedule

The payment for the complete scope of works to the CONTRACTOR/SUPPLIER will be made as per the following terms (Table 2) on production of the requisite documents:

Table 2: Payment Schedule

Table 2A: Payment milestone (LOT-1)

<u>Payment Milestone</u>	<u>%</u>	<u>Documents to be submitted</u>
<u>Advance with Contract Award</u>	<u>10% of LOT-1 value</u>	<ul style="list-style-type: none"> Proforma invoice (Triplicate) Advance Bank Guarantee for 10% of Contract value for Lot-1 Performance Security Bank Guarantee for 5% of Contract value
<u>Replication of the CAD for all the TFW panels, manufacturing drawing and their approval</u>	<u>1% of LOT-1 value</u>	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 1% of Contract value for Lot-1
<u>Successful prototyping and qualification</u>	<u>3% of LOT-1 value</u>	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 3% of Contract value for Lot-1
<u>Successful completion of Manufacturing Readiness Review (MRR)</u>	<u>4% of LOT-1 value</u>	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 4% of Contract value for Lot-1
<u>Placement of PO for Major Raw material (Stainless steel for tiles, Fingers, finger supports and central beam)</u>	<u>5% of LOT-1 value</u>	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 5% of Contract value for Lot-1



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<u>Placement of PO for Raw material required for the Batch-1 of Tungsten tiles</u>	<u>1% of LOT-1 value</u>	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 1% of Contract value for Lot-1
<u>Placement of PO for Raw material required for the Batch-2 of Tungsten tiles</u>	<u>1% of LOT-1 value</u>	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 1% of Contract value for Lot-1
<u>Placement of PO for Raw material required for the Batch-3 of Tungsten tiles</u>	<u>1% of LOT-1 value</u>	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 1% of Contract value for Lot-1
<u>Placement of PO for Raw material required for the Batch-4 of Tungsten tiles</u>	<u>1% of LOT-1 value</u>	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 1% of Contract value for Lot-1
<u>Placement of PO for Raw material required for the Batch-5 of Tungsten tiles</u>	<u>1% of LOT-1 value</u>	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 1% of Contract value for Lot-1
<u>Placement of PO for Raw material required for the Batch-6 of Tungsten tiles</u>	<u>1% of LOT-1 value</u>	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 1% of Contract value for Lot-1
<u>Placement of PO for Raw material required for the Batch-7 of Tungsten tiles</u>	<u>1% of LOT-1 value</u>	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 1% of Contract value for Lot-1
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-1 TFW panels</u>	<u>50% of Batch-1 (of LOT-1) value</u>	<ul style="list-style-type: none"> A copy of Contractor Release Note/dispatch clearance note issued by Purchaser Tax Invoice describing the items delivered quantity, their total value in triplicate Packing list describing quantities, dimensions and weight <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-1 TFW panels at IO</u>	<u>14% of Batch-1 (of LOT-1) value</u>	<ul style="list-style-type: none"> A copy of note issued by Purchaser on successful completion of SAT Duly Signed Warranty Certificate. Proforma Invoice in triplicate. Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable



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<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-2 TFW panels</u>	<u>50% of Batch-2 (of LOT-1) value</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-2 TFW panels at IO</u>	<u>14% of Batch-2 (of LOT-1) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-3 TFW panels</u>	<u>50% of Batch-3 (of LOT-1) value</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-3 TFW panels at IO</u>	<u>14% of Batch-3 (of LOT-1) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-4 TFW panels</u>	<u>50% of Batch-4 (of LOT-1) value</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-4 TFW panels at IO</u>	<u>14% of Batch-4 (of LOT-1) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-5 TFW panels</u>	<u>50% of Batch-5 (of LOT-1) value</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate



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		<ul style="list-style-type: none"> • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-5 TFW panels at IO</u>	<u>14% of Batch-5 (of LOT-1) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-6 TFW panels</u>	<u>50% of Batch-6 (of LOT-1) value</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-6 TFW panels at IO</u>	<u>14% of Batch-6 (of LOT-1) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-7 TFW panels along with spares of LOT-1</u>	<u>50% of Batch-7 (of LOT-1) value + 50 % of the spares of LOT-1</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-7 TFW panels at IO along with spares of LOT-1</u>	<u>14% of Batch-7 (of LOT-1) value + 14% of the spares for LOT-1</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Closure of the contract (balance payment)</u>	<u>6% of the LOT-1 Value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful closure of Contract • Proforma Invoice in triplicate
<u>Total</u>	<u>100% of Lot-1</u>	-



Table 2B: Payment milestone (LOT-2)

<u>Payment Milestone</u>	<u>%</u>	<u>Documents to be submitted</u>
<u>Advance with Contract Award</u>	<u>10% of LOT-2 value</u>	<ul style="list-style-type: none"> • Proforma invoice (Triplicate) • Advance Bank Guarantee for 10% of Contract value for Lot-2 • Performance Security Bank Guarantee for 5% of Contract value
<u>Replication of the CAD for all the TFW panels, manufacturing drawing and their approval</u>	<u>1% of LOT-2 value</u>	<ul style="list-style-type: none"> • Approval note issued by the Purchaser for successful completion of milestone • Proforma invoice (Triplicate) • Advance Bank Guarantee for 1% of Contract value for Lot-2
<u>Successful prototyping and qualification</u>	<u>3% of LOT-2 value</u>	<ul style="list-style-type: none"> • Approval note issued by the Purchaser for successful completion of milestone • Proforma invoice (Triplicate) • Advance Bank Guarantee for 3% of Contract value for Lot-2
<u>Successful completion of Manufacturing Readiness Review (MRR)</u>	<u>2% of LOT-2 value</u>	<ul style="list-style-type: none"> • Approval note issued by the Purchaser for successful completion of milestone • Proforma invoice (Triplicate) • Advance Bank Guarantee for 2% of Contract value for Lot-2
<u>Placement of PO for Major Raw material (Stainless steel for tiles, Fingers, finger supports and central beam)</u>	<u>3% of LOT-2 value</u>	<ul style="list-style-type: none"> • Approval note issued by the Purchaser for successful completion of milestone • Proforma invoice (Triplicate) • Advance Bank Guarantee for 3% of Contract value for Lot-2
<u>Placement of PO for Raw material required for the Batch-1 of Tungsten coating / cladding</u>	<u>1% of LOT-2 value</u>	<ul style="list-style-type: none"> • Approval note issued by the Purchaser for successful completion of milestone • Proforma invoice (Triplicate) • Advance Bank Guarantee for 1% of Contract value for Lot-2
<u>Placement of PO for Raw material required for the Batch-2 of Tungsten coating / cladding</u>	<u>1% of LOT-2 value</u>	<ul style="list-style-type: none"> • Approval note issued by the Purchaser for successful completion of milestone • Proforma invoice (Triplicate) • Advance Bank Guarantee for 1% of Contract value for Lot-2



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<u>Placement of PO for Raw material required for the Batch-3 of Tungsten coating / cladding</u>	<u>1% of LOT-2 value</u>	<ul style="list-style-type: none">• Approval note issued by the Purchaser for successful completion of milestone• Proforma invoice (Triplicate)• Advance Bank Guarantee for 1% of Contract value for Lot-2
<u>Placement of PO for Raw material required for the Batch-4 of Tungsten coating / cladding</u>	<u>1% of LOT-2 value</u>	<ul style="list-style-type: none">• Approval note issued by the Purchaser for successful completion of milestone• Proforma invoice (Triplicate)• Advance Bank Guarantee for 1% of Contract value for Lot-2
<u>Placement of PO for Raw material required for the Batch-5 of Tungsten coating / cladding</u>	<u>1% of LOT-2 value</u>	<ul style="list-style-type: none">• Approval note issued by the Purchaser for successful completion of milestone• Proforma invoice (Triplicate)• Advance Bank Guarantee for 1% of Contract value for Lot-2
<u>Placement of PO for Raw material required for the Batch-6 of Tungsten coating / cladding</u>	<u>1% of LOT-2 value</u>	<ul style="list-style-type: none">• Approval note issued by the Purchaser for successful completion of milestone• Proforma invoice (Triplicate)• Advance Bank Guarantee for 1% of Contract value for Lot-2
<u>Placement of PO for Raw material required for the Batch-7 of Tungsten coating / cladding</u>	<u>1% of LOT-2 value</u>	<ul style="list-style-type: none">• Approval note issued by the Purchaser for successful completion of milestone• Proforma invoice (Triplicate)• Advance Bank Guarantee for 1% of Contract value for Lot-2
<u>Placement of PO for Raw material required for the Batch-8 of Tungsten coating / cladding</u>	<u>1% of LOT-2 value</u>	<ul style="list-style-type: none">• Approval note issued by the Purchaser for successful completion of milestone• Proforma invoice (Triplicate)• Advance Bank Guarantee for 1% of Contract value for Lot-2
<u>Placement of PO for Raw material required for the Batch-9 of Tungsten coating / cladding</u>	<u>1% of LOT-2 value</u>	<ul style="list-style-type: none">• Approval note issued by the Purchaser for successful completion of milestone• Proforma invoice (Triplicate)• Advance Bank Guarantee for 1% of Contract value for Lot-2
<u>Placement of PO for Raw material required for the Batch-10 of Tungsten coating / cladding</u>	<u>1% of LOT-2 value</u>	<ul style="list-style-type: none">• Approval note issued by the Purchaser for successful completion of milestone• Proforma invoice (Triplicate)



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		<ul style="list-style-type: none"> Advance Bank Guarantee for 1% of Contract value for Lot-2
<u>Placement of PO for Raw material required for the Batch-11 of Tungsten coating / cladding</u>	<u>1% of LOT-2 value</u>	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 1% of Contract value for Lot-2
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-1 TFW panels</u>	<u>50% of Batch-1 (of LOT-2) value</u>	<ul style="list-style-type: none"> A copy of Contractor Release Note/dispatch clearance note issued by Purchaser Tax Invoice describing the items delivered quantity, their total value in triplicate Packing list describing quantities, dimensions and weight <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-1 TFW panels at IO</u>	<u>14% of Batch-1 (of LOT-2) value</u>	<ul style="list-style-type: none"> A copy of note issued by Purchaser on successful completion of SAT Duly Signed Warranty Certificate. Proforma Invoice in triplicate. Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-2 TFW panels</u>	<u>50% of Batch-2 (of LOT-2) value</u>	<ul style="list-style-type: none"> A copy of Contractor Release Note/dispatch clearance note issued by Purchaser Tax Invoice describing the items delivered quantity, their total value in triplicate Packing list describing quantities, dimensions and weight <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-2 TFW panels at IO</u>	<u>14% of Batch-2 (of LOT-2) value</u>	<ul style="list-style-type: none"> A copy of note issued by Purchaser on successful completion of SAT Duly Signed Warranty Certificate. Proforma Invoice in triplicate. Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-3 TFW panels</u>	<u>50% of Batch-3 (of LOT-2) value</u>	<ul style="list-style-type: none"> A copy of Contractor Release Note/dispatch clearance note issued by Purchaser Tax Invoice describing the items delivered quantity, their total value in triplicate



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		<ul style="list-style-type: none"> • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-3 TFW panels at IO</u>	<u>14% of Batch-3 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-4 TFW panels</u>	<u>50% of Batch-4 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-4 TFW panels at IO</u>	<u>14% of Batch-4 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-5 TFW panels</u>	<u>50% of Batch-5 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-5 TFW panels at IO</u>	<u>14% of Batch-5 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-6 TFW panels</u>	<u>50% of Batch-6 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser



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		<ul style="list-style-type: none"> • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-6 TFW panels at IO</u>	<u>14% of Batch-6 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-7 TFW panels along with spares of LOT-2</u>	<u>50% of Batch-7 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-7 TFW panels at IO along with spares of LOT-2</u>	<u>14% of Batch-7 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-8 TFW panels along with spares of LOT-2</u>	<u>50% of Batch-8 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-8 TFW panels at IO along with spares of LOT-2</u>	<u>14% of Batch-8 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable



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<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-9 TFW panels along with spares of LOT-2</u>	<u>50% of Batch-9 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-9 TFW panels at IO along with spares of LOT-2</u>	<u>14% of Batch-9 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-10 TFW panels along with spares of LOT-2</u>	<u>50% of Batch-10 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-10 TFW panels at IO along with spares of LOT-2</u>	<u>14% of Batch-10 (of LOT-2) value</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate. • Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Factory Acceptance Test, approval of Delivery Readiness Review and dispatch of Batch-11 TFW panels along with spares of LOT-2</u>	<u>50% of Batch-11 (of LOT-2) value + 50 % of the spares of LOT-2</u>	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
<u>Final Site Acceptance of Batch-11 TFW panels at IO along with spares of LOT-2</u>	<u>14% of Batch-11 (of LOT-2) value + 14% of the spares for LOT-2</u>	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful completion of SAT • Duly Signed Warranty Certificate. • Proforma Invoice in triplicate.




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		<ul style="list-style-type: none"> Extension of Performance Security Bank Guarantee for 5% of Contract value, if applicable
<u>Closure of the contract (balance payment)</u>	<u>6% of the LOT-2 Value</u>	<ul style="list-style-type: none"> A copy of note issued by Purchaser on successful closure of Contract Proforma Invoice in triplicate
<u>Total</u>	<u>100% of Lot-2</u>	-

Table 2C: Payment milestone (LOT-3)

Payment Milestone	%	<u>Documents to be submitted</u>
Advance with Contract Award	10% of LOT-3 Value	<ul style="list-style-type: none"> Proforma invoice (Triplicate) Advance Bank Guarantee for 10% of Contract value for Lot-3 Performance Security Bank Guarantee for 5% of Contract value
Approval of manufacturing drawing and	1% of LOT-3 Value	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 1% of Contract value for Lot-3
Successful completion of Manufacturing Readiness Review (MRR)	4% of LOT-3 Value	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate)\ Advance Bank Guarantee for 4% of Contract value for Lot-3
Placement of PO for Major Raw material (Stainless steel and CuCrZr) for Batch-1	5% of LOT-3 Value	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 5% of Contract value for Lot-3
Placement of PO for Major Raw material (Stainless steel and CuCrZr) for Batch-2	5% of LOT-3 Value	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 5% of Contract value for Lot-3
Placement of PO for Major Raw material (Stainless steel and CuCrZr) for Batch-3	5% of LOT-3 Value	<ul style="list-style-type: none"> Approval note issued by the Purchaser for successful completion of milestone Proforma invoice (Triplicate) Advance Bank Guarantee for 5% of Contract value for Lot-3
Factory Acceptance Test and delivery of Batch-1	60% of Batch-1 (of LOT-3) value	<ul style="list-style-type: none"> A copy of Contractor Release Note/dispatch clearance note issued by Purchaser Tax Invoice describing the items delivered quantity, their total value in triplicate

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		<ul style="list-style-type: none"> • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
Factory Acceptance Test and delivery of Batch-2	60% of Batch-2 (of LOT-3) value	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
Factory Acceptance Test and delivery of Batch-3	60% of Batch-3 (of LOT-3) value	<ul style="list-style-type: none"> • A copy of Contractor Release Note/dispatch clearance note issued by Purchaser • Tax Invoice describing the items delivered quantity, their total value in triplicate • Packing list describing quantities, dimensions and weight • <u>Bill of Lading</u>
Final payment at closure of Contract	10% of the Lot-3 value	<ul style="list-style-type: none"> • A copy of note issued by Purchaser on successful closure of Contract • Proforma Invoice in triplicate

14. Recovery of advance payments in case of breach of contract

In case the CONTRACTOR/SUPPLIER 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 Technical bid. This shall be without prejudice to the other remedies available to the Purchaser under the terms and conditions of this part.

15. Recovery of Sums Due

In case of any claim for example the payment of Liquidated Damages or loss suffered by the Purchaser, 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 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, 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.

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16. Inspection & Dispatch Clearance

16.1 Pre-dispatch Inspection / Factory Acceptance Test

The Supplier/Contractor shall complete the Inspection and Testing provided in Technical Specifications (Part-A(II)) for **Manufacturing, assembly and supply of Temporary First Wall panels for ITER**) and submit the test report for approval of the Purchaser prior to dispatch of ordered items.

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/Purchase Order at the CONTRACTOR/SUPPLIER's/sub-contractor's/ supplier's premises. However, such inspection, examination and testing by Purchaser shall not release the CONTRACTOR/SUPPLIER from his obligation under this Contract/Purchase Order. Refer Technical Specifications (Tender Part-A(II)) **Manufacturing, assembly and supply of Temporary First Wall panels for ITER**) for more details.

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

16.2 Dispatch Clearance/Contractor Release Note

The Contractor is not allowed to make partial shipment of any batch without written consent of the Purchaser.


CONTRACTOR/SUPPLIER shall obtain Contractor Release note (CRN) on satisfactory component test, factory acceptance test, and complete in all aspects, from Purchaser before offering **Manufacturing, assembly and supply of Temporary First Wall panels for ITER** at DAP (IO site, France). 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/SUPPLIER 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. In case deliveries are ready and stored at supplier's site for extended duration beyond the stipulated period, mutually agreed partial payment related to delivery milestone may be considered against bank guarantee.

17. Packing, Labelling, Insurance and Delivery Instructions

17.1 Packing and handling Instructions

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

Packing should be sturdy and rigid enough to withstand shocks and vibrations during transportation. The CONTRACTOR/SUPPLIER 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.

It is the liability of the supplier to deliver the components in safe and perfect condition. In case of damage to the components during transportation (sea/air/road) or unloading, the Supplier shall perform an urgent and effective repair or shall guarantee the replacement of the faulty component, managing the repair or replacement by means of a proper non-conformity management procedure.

The CONTRACTOR/SUPPLIER shall submit a detailed transportation scheme including packing details to the Purchaser at least 90 days 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.

The custom clearance at applicable France port is in the scope of Purchaser. Necessary documents required for custom clearance will be provided by the Contractor without delay.

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

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

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

17.3 Delivery Documents

The CONTRACTOR/SUPPLIER shall forward in advance to the Purchaser, by rapid Courier Service and scanned copies through e-mail, following documents:

- Original Tax Invoice in triplicate
- Delivery Challan in triplicate
- Packing List
- Bill of Lading
- Dispatch Clearance Note issued by the Purchaser
- Contractor Release Note issued by the Purchaser

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

17.4 Delivery Inspection

The boxes/packages containing the deliverable items, received at the Purchaser’s site (IO, France) will be unpacked in presence (On-line or in-person) of supplier’s representative for identifying the item & visually inspection for any loss/damage during transit. Refer Part-A(II) for more details.

17.5 Insurance

17.5.1 Transit Insurance / Contractor’s All Risk Insurance Policy:

Insurance should cover physical loss or damage to the supplies during transit (as per DAP ITER Site Incoterms 2020) against All Risks including Terrorism.

17.5.2 Insurance for Contractor’s Personnel

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person(s) employed at site by the Contractor or any Contractor’s Personnel.

In accordance with the applicable statutory requirement, the Contractor should take Workmen’s Compensation Insurance for his workmen. The phrase “Purchaser’s interest is protected” shall be endorsed in the Policy.

17.5.3 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.


17.5.4 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.

18. Acceptance Tests at Purchaser’s Site

Final / Site Acceptance of the Items/components will be subject to the fulfilment of requirements given in ‘*Tender Part A(II-1)*’- Technical specification for **Manufacturing, assembly and supply of Temporary First Wall panels for ITER**.

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19. Notional Transfer of Ownership

Notional transfer of ownership of the items shall occur upon DAP[IO Site, France] as per Incoterms 2020

20. Transfer of Ownership & Title

Final Transfer of ownership of the Items shall occur upon successful completion of Final Site Acceptance test.

21. Delay, Extension & Postponement

21.1 Extension of Time (due to CONTRACTOR/SUPPLIER)

In the event, the contractual delivery/completion dates cannot be adhered to for any cause(s) attributable to the CONTRACTOR/SUPPLIER, an application for extension of time with sufficient reasons shall be made by the CONTRACTOR/SUPPLIER to the Purchaser. If failure, on the part of the CONTRACTOR/SUPPLIER to deliver the items 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/SUPPLIER shall not become entitled to receive additional payment towards escalation or increased statutory levies (if any) beyond the contractual delivery date.


If the CONTRACTOR/SUPPLIER fails to apply and secure extension of Contract/Purchase Order delivery/completion date(s) (before effecting the supply of the items as in the Contract/Purchase Order) acceptance of such supplies by the Purchaser, shall not entitle the CONTRACTOR/SUPPLIER to claim payment on account of escalation or extra payment on account of increase of statutory levies or new statutory levies that may be payable at higher rate after the expiry of Contract/Purchase Order delivery/completion dates (clause 10.2).

21.2 Delay in delivery dates

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

- To receive the deliverable items under the Contract/Purchase Order after prescribed date of delivery with the right to impose LD on the CONTRACTOR/SUPPLIER.
- To terminate the total Contract/Purchase Order, as per clause 32. However, the Purchaser will inform in writing one month in advance to the CONTRACTOR/SUPPLIER 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 – A2: Hindrance Register.

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22. Liquidated Damages (LD)

- Overall delivery schedule of 54 months for all deliveries will be taken into consideration for LD assessment.
- Considering the long duration of the Contract, three months grace period will be allowed over and above the overall delivery schedule

If the CONTRACTOR/SUPPLIER fails to deliver all the batches within overall delivery period from the date of Purchase Order/Contract plus the grace period, 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 “100% of the Basic Contract value for undelivered/delayed portion including Price Variation for undelivered/delayed portion” 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 “100% of the Basic Contract value for undelivered/delayed portion including Price Variation for undelivered/delayed portion”.

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.

Delivery will be deemed to have been completed only when deliveries of final deliverables are successfully completed. No LD will be applicable for delay in delivery batch wise provided all batches are completed within overall schedule stipulated.

23. Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the CONTRACTOR/SUPPLIER 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/Purchase Order, such as: Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics/pandemic.

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 lockdown in CONTRACTOR/SUPPLIER’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/SUPPLIER’s performance of his obligations has been delayed for other cause. However, the CONTRACTOR/SUPPLIER is not entitled to increase in statutory levies that has come into force during the extended delivery period.

24. Rejection of defective goods & CONTRACTOR/SUPPLIER’s Liability

24.1 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/SUPPLIER setting forth particulars of such items/

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Components damaged/lost during transit. The replacement of such Components/Items shall be effected by the CONTRACTOR/SUPPLIER within a reasonable time and on free of cost basis to avoid unnecessary delay in the intended usage of the Components/Items.

24.2 Rejection before final acceptance

In the event that any of the items/components supplied by the CONTRACTOR/SUPPLIER are found defective in material or workmanship or not in conformity with the requirements of the Contract/Purchase Order specifications, before the final site acceptance, the Purchaser shall reject the same and request the CONTRACTOR/SUPPLIER in writing to repair or to replace the defective items free of cost to the Purchaser within a mutually agreed time period.

24.3 Limitation of liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the CONTRACTOR/SUPPLIER to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total Contract/Purchase Order 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.

25. Indemnity

The CONTRACTOR/SUPPLIER 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/Purchase Order 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.

26. Warranty

Warranty for the Supplied items/systems


The CONTRACTOR/SUPPLIER shall warrant that the items/system i.e. item description supplied under this Contract/Purchase Order comply fully with the specifications laid down, for the items/system, workmanship. The items shall be new, unused and free from any defects.

The CONTRACTOR/SUPPLIER shall provide 2 years warranty covering repair or replacement of the Items/components from *completion of SAT at PURCHASER'S site*.

The Purchaser may accept the supplies, if it is complete in all respects or alternatively accept the same on such terms as may be considered appropriate. If the supplies, after the acceptance thereof is discovered to have defects, latent or otherwise, notwithstanding that such defects could have been discovered at the time of inspection, or any defects therein are found to have developed during the warranty/defect liability period, the Purchaser shall be entitled to give a notice to the CONTRACTOR/SUPPLIER and within 60 days thereafter, setting forth details of such defects or failure and CONTRACTOR/SUPPLIER shall forthwith make the defective supplies good or alter the same to make it comply with the requirements of the Contract/Purchase Order at his own cost.

A reasonable time limit for repair or replacement of defective item(s) on DAP ITER Site basis as per Incoterms 2020 under warranty shall be guaranteed by the CONTRACTOR/SUPPLIER and agreed by the Purchaser.

Further, if in the opinion of the Purchaser, defects are of such a nature that the same cannot be

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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/Purchase Order, the CONTRACTOR/SUPPLIER shall remove and replace the defective component confirming in all respects to the stipulated specifications at the CONTRACTOR/SUPPLIER's own cost.

27. CONTRACTOR/SUPPLIER's Failure to Repair/Replacement of defective Goods

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

- Replace or rectify such defective items and recover the actual costs so involved from the CONTRACTOR/SUPPLIER.
- 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 [26](#) and [24](#).

If the CONTRACTOR/SUPPLIER fails to make the required repairs/ replacement within mutually agreed time, then in pursuant to clause 27 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/SUPPLIER to the Purchaser or recovered by the Purchaser from the payment due to the CONTRACTOR/SUPPLIER. In such case, the Purchaser shall be entitled to use the items in a reasonable and proper manner on a mutually agreed basis for such time as sufficient to enable the Purchaser to obtain repair / replacement.

28. After Sales Services & Availability of Spares

28.1 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.

28.2 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 5 years beyond the warranty period. Notwithstanding the foregoing, in the event that during the period indicated above, the contractor intends to phase out the items or the components or spare parts become obsolete or not available, the contractor shall inform in writing to the purchaser about his intention of the manufacture discontinuance of the items supplied to the purchaser or about such obsolescence well in time.

29. CHANGES

- The Purchaser shall have the right to propose and order the CONTRACTOR/SUPPLIER from time to time during the execution of the Contract/Purchase Order 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

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Contract/Purchase Order.

- b. The CONTRACTOR/SUPPLIER may from time to time during its execution of the Contract/Purchase Order propose to the Purchaser any change that the CONTRACTOR/SUPPLIER considers necessary or desirable. The Purchaser may at its discretion approve or reject any change proposed by the CONTRACTOR/SUPPLIER.
- c. Notwithstanding Clause a and b above, no change made necessary because of any default of the CONTRACTOR/SUPPLIER in the performance of its obligations under the Contract/Purchase Order and/or for CONTRACTOR/SUPPLIER's convenience, shall be deemed to be a change and such change shall not result in any adjustment of the Contract/Purchase Order price or the time for completion.
- d. 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/Purchase Order 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/SUPPLIER shall procure the required material as per the specifications to the extent required to keep the progress of work unhindered. The CONTRACTOR/SUPPLIER shall be paid for such additional procurement/additional work in the following manner:
- e. Unit rate per kg of major raw material will be derived based on price quoted in price bid format. This unit rate can be used as a basis to arrive at cost in case of change(s)
- f. If the required item/cost for change(s) proposed by the Purchaser is available in the Contract/Purchase Order, the same unit rate/rate shall be used as cost for such change.
- g. If the required item/cost for change(s) proposed by the Purchaser is not available in the Contract/Purchase Order, the Purchaser reserves the right to get the detailed break up with valid documentary evidence from the CONTRACTOR/SUPPLIER. CONTRACTOR/SUPPLIER shall provide the details asked by the Purchaser within the stipulated time. Purchaser and CONTRACTOR/SUPPLIER shall mutually agree on such cost & schedule impact for change within 90 days from the date of such change proposed by the Purchaser and it will be formalized in due course.


30. Settlement of disputes and Arbitration

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 Ninety (90) 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.

31. Arbitration


Arbitration is not applicable under the Contract. However, adjudication by the court is a remedy for the disputes not settled amicably between the parties within Ninety (90) days

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32. Cancellation/Termination of Contract

32.1 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 Security Deposit
 - ii. Recovery of Liquidated Damages (LD) as per the CONTRACT.
 - 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 32.1(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 32.1(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.

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32.2 Termination of Contract for insolvency


If the Contractor becomes bankrupt or otherwise insolvent or goes into liquidation, the Purchaser may, at any time, terminate the CONTRACT, by giving a written notice to the Contractor, without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser. Purchaser would be 'Financial Creditors' for, if any, sums remaining to be recovered after settlement of contract and forfeiture/encashment of PSBG/ABG.

32.3 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.

33. Intellectual Property and Provision

Refer [Annexure – A3: Intellectual Property and Provision](#) for details.

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Annexure – A1a: Performance Security Bank Guarantee (PSBG)

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 recourse to the Contractor 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 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.

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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 – A1b: Advance Bank Guarantee

(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/SUPPLIER”) entered into Contract/Purchase Order 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/Purchase Order an amount of Rs. _____ (Rupees _____ only) representing _____ percent advance payment out of the Contract/Purchase Order 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/Purchase Order to make an advance payment of Rs. _____ (Rupees _____ only) to the CONTRACTOR/SUPPLIER on the CONTRACTOR/SUPPLIER 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/SUPPLIER 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/Purchase Order by the CONTRACTOR/SUPPLIER.
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/SUPPLIER(s) of any of the terms and conditions contained in the said Contract/Purchase Order or by reason of the CONTRACTOR/SUPPLIER(s)’s failure to perform the said Contract/Purchase Order. 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/SUPPLIER(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

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shall be a valid discharge of our liability for payment thereunder and the CONTRACTOR/SUPPLIER(s) shall have no claim against us.

7. AND WE, _____ (Contractor) hereby further agree that the decision of the said Project Director, ITER-India as to whether the CONTRACTOR/SUPPLIER has committed breach of any such terms and conditions of the Contract/Purchase Order 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/Purchase Order or to extend time of performance by the said CONTRACTOR/SUPPLIER(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/SUPPLIER(s) and to forbear or enforce any of the terms and conditions relating to the said Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said CONTRACTOR/SUPPLIER(s) or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said CONTRACTOR/SUPPLIER(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/SUPPLIER(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 – A2: 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 – A3: Intellectual Property and Provision

1. General terms & definitions:

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

1.1.1 Information:

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

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

1.1.2 Intellectual property (IP):

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

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

1.1.3 Background Intellectual property:

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


1.1.4 Generated Intellectual Property:

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

2. Provisions under background Intellectual Property:

2.1 Declaration of background:

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

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any legal restrictions relating to its use of which the Contractor is aware. The declaration of the background forms part of the Contract.


- 2.1.2 The contractor may identify additional background information after the signature of the contract. However, in such a situation, the contractor needs to justify why such a background was not invoked originally into the contract. The use of this Background information shall be authorized only after discussion with ITER-India.
- 2.1.3 The contractor must clearly identify the use background information that belongs to a third party for which the contractor has a license agreement. Further, he must obtain the rights from third party to allow him to use the background in conformity with 2.1.1 and 2.1.2.
- 2.1.4 The contractor must clearly identify the Background information that is confidential. ITER-India shall preserve (in a manner agreed mutually with the contractor) the confidentiality of the same. On transfer of component to IO, the Background confidential information so provided shall be communicated to IO and shall be protected by IO in a manner described in clause 2.2.2.
- 2.1.5 The background information provided by the contractor shall be owned exclusively by the contractor.

2.2 Access to Background information:

- 2.2.1 The contractor who has incorporated Background Intellectual Property, except confidential information such as know-how and trade secrets into the items supplied to the ITER-India and the background information so provided is required:
- to construct, operate, use or integrate technology for research and development in relation to the IO facilities,
 - to maintain or repair the item provided, or
 - when deemed necessary by ITER-India, in advance of any public procurement,
- shall grant on an equal and non-discriminatory basis an irrevocable, non-exclusive, royalty free license to such Background Intellectual Property to ITER-India, other Members (of IO) and to the IO either directly or through ITER-India, with the right of the IO to sub-license and the right of the ITER-India and other Members (of IO) to sub-license to their research institutes and institutes of higher education within their respective territory for the purposes of publicly sponsored fusion research and development programmes.
- 2.2.2 The contractor who has incorporated background confidential information into the items provided to ITER-India and the background confidential information is required:
- to construct, operate, use or integrate technology for research and development in relation to the IO facilities,
 - to maintain or repair the item,
 - when deemed necessary by ITER-India in advance of any public procurement, or
 - for safety, for quality assurance and quality control reasons as required by regulatory authorities,

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


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

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- 2.2.3 The Contractor's attention is drawn to Article 4.2.4 and 4.2.5 of the IIP Annex of ITER Agreement, whereby the contractor shall use its best efforts to either grant licenses to the background incorporated into the goods supplied under the Contract or to supply such goods to IO Members under the conditions established in Article 4.2.4 and 4.2.5 of the IIP Annex of JIA.
- 2.2.4 The Contractor is encouraged to make its background incorporated into the goods supplied under the Contract available for commercial purposes under the conditions established in Article 4.2.6 of the IIP Annex of ITER Agreement.
- 2.2.5 The contractor shall grant on fair and reasonable conditions a license to use the background information & Intellectual Property, applicable to this contract to any third party nominated by ITER-India for the purpose of fulfilling a contract with ITER-India.

3. Provisions under Generated Intellectual Property


- 3.1 All Information (defined in 1.1.1 above) provided by or on behalf of ITER-India to the contractor shall remain the property of ITER-India. These shall not be shared without permission from ITER-India.
- 3.2 The background intellectual property provided by ITER-India will continue to be the property of the ITER-India. Any further extension of the IP during the course of execution of the contract will also belong to the ITER-India.
- 3.3 If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractor to the background Information and IP owned by ITER-India and given to the Contractor for execution, such changes shall not affect the title to the property of the ITER-India and it shall continue to own the modified Information and IP. ITER-India shall have absolute rights to assign, transfer, sublet, use and transmit all such Information and IP to its consultants, agents and collaborators. Contractor shall not have any claim or right whatsoever in respect of the above Information and IP.
- 3.4 Any information and Intellectual property generated during the course of execution of the contract including those generated at the subcontractors end working for this contract shall be communicated to ITER-India immediately and ITER-India shall have the first right to protect such generated intellectual property on its name. The contractor shall take the appropriate legal and administrative measures to enable ITER-India protect it in its own name.
- 3.5 In specific cases ITER-India may waive its right to take protection. In such a situation, the contractor can take the protection of IP in its name and solely at its cost after reimbursing costs incurred by ITER-India (if any) on such a protection. At all times ITER-India shall be entitled to a royalty-free, non-exclusive, worldwide, irrevocable license with the royalty-free right to grant sublicenses on the resulting registered right.
- 3.6 If the contractor or its employees' desires to claim rights on the generated intellectual property, it shall be ensured that the same is possible, subject to compatibility with the contractor's obligations under the contract and also ensuring that the rights of ITER-India remain unaffected.
- 3.7 The contractor shall be permitted to use the generated Intellectual Property for his own needs. For this, he needs to obtain license from ITER-India. The terms shall be mutually agreed.

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- 3.8 The contractor is made aware of the fact that ITER-India may at its discretion, decide to seek protection of a generated intellectual Property, outside India.
- 3.9 For generated IP where ITER-India, decides to seek protection, the inventors will assign their rights to ITER-India.
- 3.10 ITER-India will seek protection through DAE-IPR Cell.
- 3.11 Should the contractor wish to seek protection of IP generated on the subject matter on the contract within a period of 24 months after conclusion of the contract, the same shall be conveyed to ITER-India. It may be noted that the subject of these IPs shall be considered to be a part of the Generated Intellectual Property (and subject to provision 3.3 above), unless the contractor demonstrates that these have been created outside the scope of the contract.

4 Indemnities, repair rights and copyrights:

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

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Annexure – A4: INDEMNITY BOND FOR FREE ISSUE MATERIAL (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.

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Signature of the Contractor :

Name and Designation :

Seal

Address :

Witness :

(i) Name and address :

Signature :

(ii) Name and address :

Signature: