



## **Part-A(I)**

### **Instructions to Bidders, Essential Eligibility, Compliance & Unpriced Bid Format**

<b>GeM Enquiry No.</b>	<b>GEM/2026/B/7687092</b>
<b>Sub Title</b>	<b>PART-A(IA) - Essential Eligibility Criteria for Manufacturing, assembly and supply of temporary first wall panels for ITER</b>

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### **Preamble and General Instruction about the tender process**

This is a two-part open tender with technical bid and price bid to be provided simultaneously in two separate parts. ITER India, IPR will evaluate the technical proposals/bids provided by the bidders in line with the Essential Eligibility Criteria (EEC) and other details provided in the tender document. Price bid shall be opened of the technically qualified bidder(s). Following the techno-commercial evaluation, technically qualified lowest bidder shall be selected for the tender.

**It is to be noted that ITER-India, IPR is participating against Call for Proposal – Competitive Task Agreement (TA) for the Procurement of the Temporary First Wall** launched by ITER Organization (IO) which is open for participation from all the Domestic Agencies (DAs) of ITER.

The work related to this TA is expected to be carried out by a manufacturer and its sub-contractors from DA. The DA is expected to submit the bid(s) for the task in consultation with competent manufacturer and sub-contractors. However, the decision on the award of task to DA along with the selected manufacturer shall be decided by IO only.

ITER India, IPR representing Indian DA shall compile the techno-commercial bids from technically qualified lowest bidder and shall prepare a bid for submission to ITER Organization. This bid along with the necessary inputs from ITER India in line with IO's requirements of 'Call for Proposal – Competitive Task Agreement (TA)' shall be forwarded to the ITER Organization for further evaluation.



## PART-A(IA) - Essential Eligibility Criteria for Manufacturing, assembly and supply of Temporary First Wall panels for ITER

### 1 Essential Eligibility Criteria

The BIDDER (Lead Partner in case of Consortium), who intends to participate in this tender shall be an Indian Entity. BIDDER can bid either on their own strength or as CONSORTIUM OF NOT MORE THAN THREE PARTNERS (all of them shall be jointly and severally responsible/liable for execution of the Contract) shall meet the following Eligibility Criteria. Bids meeting the Essential Eligibility Criteria (EEC) as mentioned in Table 1, shall only be considered as “Eligible Bids”. Bidder must upload soft copies of digitally signed or ink signed & stamped copies of documents in support of EEC. However, meeting the essential eligibility criteria in itself does not automatically qualify through the technical bid evaluation process.

**Table 1: Essential Eligibility Criteria**

Sr. No.	Essential Eligibility Criteria (Refer Notes at the bottom of this table)	Documentary evidences to be submitted in bid	Document ref. submitted in bid (Details to be filled by bidder and attach this table as part of bid document)
1	Bidder shall have valid ISO 9001:2015 certification.	Valid ISO 9001:2015 certificate  <i>Note: In case of the consortium, each of consortium partners shall provide valid ISO 9001: 2015 certificate.</i>	ISO 9001 certificate valid upto -----
2	Bidder shall have executed the projects according to ISO / EN / ASME standards.	Provide Two examples of records.  <i>Records shall be explicit enough to establish the mentioned criteria and they may be in form of contract document / technical specification / unpriced PO along with Completion certificate / Acceptance note / Invoice.</i>	Record type: Number: Date:
3	Bidder shall have experience of Machining and assembly of Stainless steel components.	Provide Three examples of records  <i>Records shall be explicit enough to establish the mentioned criteria and they may be in form of contract document / technical specification / unpriced PO.</i>  <i>In case of consortium, atleast the Lead partner of the consortium shall have the mentioned experience</i>	Record type: Number: Date:
4	Bidder or its sub-contractor(s) shall have experience of Machining, manufacturing and assembly of	Provide Three examples of records.  <i>Records shall be explicit enough to establish</i>	Record type: Number: Date:



	Tungsten components.	<i>the mentioned criteria and they may be in form of contract document / technical specification / unpriced PO.</i>  <i>Note: 'Tungsten' may be pure tungsten or Tungsten Heavy Alloy. Further, the assembly of Tungsten (Pure Tungsten or Tungsten Heavy Alloy) may be with Stainless steel or any other material.</i>	
5	Bidder or its sub-contractor shall have experience in coating processes or cladding processes (Preferably coating/ cladding of Tungsten)	Provide Three examples of records.  <i>Records shall be explicit enough to establish the mentioned criteria and they may be in form of contract document / technical specification / unpriced PO.</i>	Record type: Number: Date:
6	Bidder or its subcontractor(s) shall have experience in manufacturing of the components with vacuum requirements.	Provide Three examples of records.  <i>Records shall be explicit enough to establish the mentioned criteria and they may be in form of contract document / technical specification / unpriced PO.</i>	Record type: Number: Date:
7	Bidder shall have average (combined average in case of consortium) yearly turn-over of minimum 500 Cr INR for last three Financial Year (FY) (i.e. FY 2022-23, 2023-24, 2024-25)	Audited balance sheet along with profit and loss statement for each Financial Year.	Audited financial statement for each of the FY.
8	The net worth of the Bidder shall not be negative as on tender date and also shall not have eroded by more than 30% in the last three FY years (i.e. FY 2022-23, 2023-24, 2024-25)	CA certificate shall be provided for the respective FY.  <i>In case of consortium, Lead partner of the consortium shall fulfil the mentioned criteria of net worth.</i>	CA certificate for each of the FY.
<p>Important notes related to EEC:</p> <ul style="list-style-type: none"> <li><i>Note: 1: Maximum 3 number of partners allowed in consortium. Refer clause 1.1 b of Part-A(IA) related to other terms and condition related to Consortium</i></li> <li><i>Note-2: Evidences form multiple projects / POs are acceptable for all the EEC</i></li> <li><i>Note-3: For the EECs, where the experience from sub-contractor is allowed: If the experience from sub-contractor is submitted as evidence, the agreement / letter between Bidder and sub-contractor for performing the respective activity according to that EEC shall be provided along with the bid.</i></li> <li><i>Note-4: In case of consortium, combined experience from any one or more partner of the consortium shall be acceptable, except Sr. No. 1 and Sr. No. 3.</i></li> <li><i>Note-5: In case of consortium, consortium partner cannot bid with more than one bidder.</i></li> </ul>			

## 1.1 Bidder eligibility and other applicable conditions

Bidder eligibility and other applicable conditions	
a	<p>Preference to Make In India (MII): Preference shall be given to Class-I Local Supplier as defined in Public Procurement (Preference to Make In India) Order 2017, as amended from time to time and its subsequent orders/notifications issued by concerned Nodal Ministry for specific goods/products. The local content to qualify as Class-I (minimum 50% currently) or Class-II Local Supplier (minimum 20% currently) is as per Government notification no. P-4501/2/2017-PP (BEII) dated 16.09.2020 issued by Ministry of Commerce &amp; industry in this regard. <b><u>Only Class-I Local Suppliers and Class-II Local Suppliers are eligible to bid for this enquiry. Non-Local Suppliers are not eligible to bid for this tender. Government notification no. P-4501/2/2017-PP (BEII) dated 16.09.2020 shall apply for this tender.</u></b></p> <p>Class-I Local Suppliers and Class-II Local Suppliers will submit duly signed certification under preference to Make in India order on their letter head along with certificate from statutory auditor or cost auditor of company (in case of companies) or from practising cost accountant or practising chartered accountant (in case of bidder other than companies) as per Annexure-I of PART-A(IA):<b>FORMAT FOR LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER</b> to be submitted along with the offer/bid failing which bid may not be considered for further evaluation.</p>
b	<p>In a consortium bidding, a foreign bidder can be a consortium member, subject to the condition that the consortium as a whole meets the minimum local content criteria, as per the Make in India Order, 2017. The leader of the consortium shall be an Indian party only, and the bids are to be solicited in Indian Rupee only, i.e., no payment can be made in foreign currency to the foreign consortium member.</p>
c	<p>Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Purchase preference to Micro and Small Enterprises will get precedence over Preference to Make In India.</p>
d	<p><b>No exemption with respect to “Bidder Turnover Criteria” and “Experience Criteria” will be given to a Micro or Small Enterprise.</b></p>
e	<p><b>No exemption with respect to “Bidder Turnover Criteria” and “Experience Criteria” will be given to a Start-up recognized by Department for Promotion of Industry and Internal Trade (DPIIT).</b></p>
F	<p><b>Orders (F. NO.6/18/2019-PPD dated 23<sup>rd</sup> July 2020) issued by the Government of India restricting procurement from bidders of certain countries which shares a land border with India shall apply to this procurement.</b></p>

Any bidder from a country which shares a land border with India (<https://mea.gov.in/india-and-neighbours.htm>), excluding countries as listed in the website of Ministry of External Affairs (<http://meadashboard.gov.in/indicators/92>), to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called restricted countries') shall be eligible to bid in this tender only if the bidder is registered (<https://dpiit.gov.in/sites/default/files/Revised-Format-Bidders-31March2021.pdf>) with the Registration committee constituted by the Department for promotion of Industry and Internal Trade(DPIIT). The bidders shall enclose valid registration certificate along with their offer. Wherever the bids are received without accompanying the above said requisite certificate such offers shall be treated as incomplete and not considered.

Self-declaration regarding bidder not belonging from a country which shares/not shares land border with India as per Annexure-II of PART-A(IA): Self-declaration by Bidder of a country sharing/not sharing land border with India should be uploaded on e-Tendering portal along with other documents.

Bidder from such Restricted Countries" means: - a) An entity incorporated, established, or registered in such a country; or b) A subsidiary of an entity incorporated, established, or registered in such a country; or c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium/ joint venture where any member falls under any of the above.

In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate as per Annexure-II of PART-A(IA): Self-declaration by Bidder of a country sharing/not sharing land border with India.

In case bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.





## 1.2 Annexure-I of PART-A(IA): Format for Local Content under Preference to Make In India Order

(To be submitted with the bid/offer)

In case of bid value more than 10 crore, submit Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 and its amendments, we M/s. \_\_\_\_\_ here by certify that we are local supplier meeting the local content \_\_\_\_\_% excluding transportation, insurance, installation, commissioning, testing, training and after sales service support like AMC/CMC etc. for the items/Services offered against **GeM Bid No. GEM/2026/B/7687092 for “Manufacturing, assembly and supply of Temporary First Wall panels for ITER”**

Details of location at which local value addition will be made as follows:

\_\_\_\_\_.

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

Thanking You,

\_\_\_\_\_

Signature with date:

Name of the bidder: Designation:

Official Seal

We, M/s \_\_\_\_\_, the Statutory Auditor(s) / Cost auditor (applicable in the case of companies) of M/s \_\_\_\_\_ (to specify name of bidder) / M/s \_\_\_\_\_ a practicing cost accountant or practicing chartered accountant (applicable in respect of bidders other than companies) of M/s \_\_\_\_\_ (to specify name of bidder), have verified and certify that the Local Content is \_\_\_\_\_ percentage [specify the percentage of Local content] as defined under the PPP-MII Order, for the items/Service offered against **GeM Bid No. GEM/2026/B/7687092 for “Manufacturing, assembly and supply of Temporary First Wall panels for ITER”**.

For and on behalf of,

Date:

Authorized Signatory

(With Company Seal & Signature)

Name of the Statutory/Cost Auditor or Practicing Cost/Chartered Accountant (as applicable): Firm Reg No:

Membership No.

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by ITER-India, IPR.





### 1.3 Annexure-II of PART-A(IA): Self-declaration by Bidder of a country sharing/not sharing land border with India

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. .... dated .....

2) GeM Bid No. GEM/2026/B/7687092

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

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

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority*

Penalties for false or misleading declarations:

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

Signature

Bidder's stamp

Name: Position:

Address:

Tel:

Email id:

## **Part-A(I)**

### **Instructions to Bidders, Essential Eligibility, Compliance & Unpriced Bid Format**

<b>GeM Bid No.</b>	<b>GEM/2026/B/7687092</b>
<b>Sub Title</b>	<b>PART-A(IB) - Instructions to Bidders, Compliance &amp; Unpriced Bid Format for “Manufacturing, assembly and supply of Temporary First Wall panels for ITER”</b>

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





## **2 PART-A(IB) - Instructions to Bidders, Compliance & Unpriced Bid Format for “Manufacturing, assembly and supply of Temporary First Wall panels for ITER”.**

### **1 Abbreviations/Acronyms**

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#### **B**

BG · Bank Guarantee

#### **D**

DD · Demand Draft

DPIIT · Department for Promotion of Industry and Internal Trade

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#### **E**

EMD · Earnest Money Deposit EEC · Essential Eligibility Criteria

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#### **H**

HDFC · Housing Development Finance Corporation

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#### **I**

ICICI · Industrial Credit and Investment Corporation of India IDBI · Industrial Development Bank of India

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#### **M**

MII · Make In India

MSEs · Micro and Small Enterprises

MSME · Micro, Small and Medium Enterprises

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#### **N**

NEFT · National Electronic Fund Transfer

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#### **P**

PLR · Prime Lending Rate

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#### **R**

RTGS · Real Time Gross Settlement

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#### **S**

SBI · State Bank of India SD · Security Deposit

SPOC · Single Point of Contact



## 2 Instructions to Bidders and Tender conditions

Online tenders are invited (INR quote only) in **TWO PART** from the eligible parties against the **GeM Bid No. GEM/2026/B/7687092** (Two Part Open Tender) for “**Manufacturing, assembly and supply of Temporary First Wall panels for ITER**” as per the Scope of Supply, Work and Technical Specifications provided in Part-A (II) and Terms & Conditions provided in Part-A(III) of this tender document.

**Table 2: Instructions to Bidders**

<b>2.1 Tender Documents / Tender Specifications &amp; Requirements</b>	
The scope of supply, scope of work, technical specifications, contract/purchase order terms and bidding procedures are prescribed in the tender documents. The tender documents include the following Parts. Each Part is provided in a separate document with appropriate title.	
a.	Part-A(IA): Essential Eligibility Criteria
b.	Part-A(IB): Instructions to bidders and Bid Submission format
c.	Part-A(II): Scope of Supply & Work, Technical Specifications for Manufacturing, assembly and supply of Temporary First Wall panels for ITER. <b>Additional technical documents i.e. Applicable Documents, Engineering drawings, 3D CAD, Reference Documents are to be downloaded from ITER-India Website <a href="https://www.iterindia.in/tenders">https://www.iterindia.in/tenders</a> “Tender-Public/Global Tenders” menu</b>
d.	Part-A(III): Terms and Conditions of the Contract
e.	Part-B: Price Bid Breakup format (PDF)
f.	Any modification(s) to the tender documents, which may become necessary, shall be uploaded as a corrigendum on GeM portal as well as on ITER-India Website <a href="https://www.iterindia.in/tenders">https://www.iterindia.in/tenders</a> under the “Tender- Public/Global Tenders” menu
<b>2.2 Scope Appraisal meeting</b>	
a.	<b><u>Scope Appraisal meeting will be held on 30<sup>th</sup> June 2026 Time – 2:00 p.m. to 5:00 p.m., remotely via MS Teams. The purpose of the meeting is to appraise the scope and technical requirements of this tender.</u></b>
b.	<b><u>Bidders who would like to attend the scope appraisal meeting shall send confirmation by mail (<a href="mailto:purchase@iterindia.in">purchase@iterindia.in</a>) on or before 29<sup>th</sup> June 2026 for attending scope appraisal meeting along with the list of participants from their side (Refer to Annexure-A1 of Part-A(IB): Registration form for Scope Appraisal and Pre-Bid meeting for tender registration). Link for joining the scope appraisal meeting shall be shared via email.</u></b>
c.	The bidders who could not attend the meeting can also submit the bid as per the tender requirements.
d.	In case of any change in the date and time for the Scope Appraisal Meeting, the same will be informed to all the bidders whose confirmation has been received as per Sr. no. b above
e.	In case a bidder makes any alternative suggestions with respect to the tender requirements, the same will be discussed and noted for further evaluation by ITER-India. However, ITER-India reserves the right to accept or reject such suggestions at its discretion.

## 2.3 Pre-bid meeting

a.	The main objective of the Pre-Bid Meeting is to ensure all the tender requirements that are specified through different tender documents have been clearly and correctly understood by all bidders.
b.	<b><u>Pre-bid meeting will be held on 6<sup>th</sup> July 2026 Time – 2:00 p.m. to 5:00 p.m., remotely via MS Teams/in-person at ITER-India, IPR. Venue for in-person pre-bid meeting is ITER-India, Institute for Plasma Research, Block A, Sangath Skyz, Bhat-Koteshwar Road, Koteshwar, Ahmedabad – 380005, Gujarat. Link for joining the pre-bid meeting shall be shared via email.</u></b>
c.	The bidders who could not attend the pre-bid meeting can also submit the bid as per the tender requirements and pre-bid clarifications issued by Purchaser.
d.	In case of any change in the date and time for the Pre-Bid Meeting, the same will be informed to all the bidders whose confirmation has been received as per Sr. no. 2.2 b above
e.	<b><u>The bidders are required to furnish in writing their pre-bid queries (both technical and commercial on or before 2<sup>nd</sup> July 2026.</u></b> If the queries submitted by the bidders are in parts, then latest query should have all previous queries separated and marked properly, so that earlier information is available in consolidated form at a single point. The bidders are required to raise the queries if any, strictly as per the enclosed format (Annexure-A5 of PART-A(IB): Format for submission of Pre-bid queries/Clarifications) and uploaded on e-Tendering portal.
f.	Queries/clarification/information sought in any other manner may not be responded.
g.	Pre-bid clarifications will be issued by Purchaser on GeM portal and shall also be uploaded on the ITER-India Website <a href="https://www.iterindia.in/tenders">https://www.iterindia.in/tenders</a> under the “Tender- Public/Global Tenders” menu.
h.	In case a bidder makes any alternative suggestions with respect to the tender requirements, the same will be discussed and noted for further evaluation by ITER-India. However, ITER-India reserves the right to accept or reject such suggestions in writing at its discretion.
i.	Any modification(s) to the tender documents, which may become necessary, shall be uploaded as a corrigendum on GeM portal as well as on ITER-India Website <a href="https://www.iterindia.in/tenders">https://www.iterindia.in/tenders</a> under the “Tender- Public/Global Tenders” menu and also be communicated to registered bidders through e-mail.

## 2.4 Evaluation and clarifications of Part-A bids at ITER India

a.	At first the submitted EEC documents will be evaluated against the specified Essential Eligibility Criteria (Refer Part-A (IA)) for the essential eligibility criteria details). In case, the bidder is unable to upload the entire technical proposal/bid on GeM due to file size and/or no. of pages limitation, then additional technical bid documents (except documents for compliance to EEC which needs to be uploaded on GeM only) can be sent (in whole or in parts) through email ( <a href="mailto:toc@iterindia.in">toc@iterindia.in</a> ) in form of password protected files. Password to open the files will be asked by Purchaser’s tender opening committee representative at time of
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	opening of Part-A bids.
b.	The bids that are meeting all the Essential Eligibility Criteria stipulated in the Part-A (IA) of the tender shall only be shortlisted as “ <b>Eligible Bids</b> ”.
c.	The shortlisted “ <b>Eligible bids</b> ” shall only be considered for further detailed techno-commercial evaluation.
d.	If it becomes necessary to seek clarifications from the bidders regarding EEC, technical and commercial terms and conditions of the tender, the same will be sought through on-line portal from the bidders. In such an event, the bidder will furnish all the EEC, technical and commercial information/clarification through on-line portal, on or before the date and time fixed for submission of such clarifications. If the EEC, technical and commercial clarifications sought for, are not submitted on-line on or before the due date and time fixed, such bids are liable to be rejected without any further notice. Purchaser shall not bear the responsibility of delay in receipt of required clarification(s).
e.	Further to clarify and confirm the compliance of the stated requirements, specific meetings with the bidders may be called by ITER-India. The venue, date and mode of the meeting (In person/ on-line) shall be intimated to the bidder. Discussions will be held on the various aspects of the offer, including the deviations, if any, vis-à-vis tender requirements.
f.	In the event of differences in commercial terms and conditions quoted by various bidders, ITER-India may resort to commercial discussions to bring all the bidders to common level of commercial terms and conditions in line with the tender.
g.	ITER-India and their authorized representatives may visit the Contractor/Consortium Partner(s)/Sub-contractors, if required, as a part of technical evaluation process. Assessment made by ITER-India during the visit shall be considered as a part of bid evaluation.
h.	Where counter terms and conditions have been offered by the bidder, the same shall not be deemed to have been accepted by ITER- India, unless specific written acceptance thereof is obtained by ITER-India.
i.	All technical and commercial aspects pertaining to Part-A (Technical and Commercial bid without price) of the tender will be finalized prior to opening of Part-B (Price bid) and no change in this regard shall be accepted after opening of Part-B (Price bid).
j.	Bids that are found to be compliant with the Essential Eligibility Criteria, the scope of supply & work, Technical Specifications and Commercial Terms & Conditions specified in Part-A of the tender documents, shall be shortlisted as <b>Technically Qualified Bids</b> .
k.	Price bids (Part-B of bid) of only <b>Technically Qualified Bids</b> will be opened online by the Purchaser.
<b>2.5 Evaluation of Part-B bids</b>	
a.	The opened price bids for each lot (1 and 2) (along with its break-up) after Reverse Auction will be evaluated as per the tender.
b.	The basis for the price comparison is total value wise (landed price of Lot 1 + Lot2) as specified in the tender document. The technically qualified lowest bidder (Lot 1+ Lot 2) shall have to match the Lowest price bid received for Lot-3, in case such bidder is not lowest for Lot-3. Purchaser shall award Contract(s) to technically qualified lowest bidder for combined (Lot-1+Lot-2). <b>Total price for Lot-1 and Lot-2 (including taxes and any other charges) to be mentioned by bidder on GeM Portal where price is to be submitted. Lot-3 price not to be added on price quoted on GeM Portal.</b>
c.	Lot-3 is optional scope and Purchaser reserves the right to award or not to award Lot-3 to the bidder. This right will be exercised only if IO awards Lot-3 to ITER-India, IPR (Indian DA). The bidder shall forward the Lot-3 price bid along with part-A submission on GeM, through



	email ( <a href="mailto:toc@iterindia.in">toc@iterindia.in</a> ) in form of password protected file. Password to open the file will be asked by Purchaser's tender opening committee representative at time of opening of Part-B bids i.e. Price bids of technically qualified bidders
d.	Conditional discount, if any offered by the bidder shall not be considered and may lead to the rejection of the bid.
e.	The evaluation committee may hold discussions with the bidder, if required.
f.	Price bid filled by the bidder shall only contain all the required rates, amount and particulars as per the price bid format (Part-B).
<b>2.6 Acceptance/Rejection of Bids</b>	
a.	Upon acceptance of successful bid, ITER-India may award a Contract(a) to the successful Bidder(s) within the validity/extended validity of the bid.
b.	Non-compliance to EEC/ tender specifications and/or tender scope and/or tender terms and conditions are liable for rejection. Decision of ITER-India in respect of non-compliance shall be final and binding on the bidders.
c.	Canvassing in any form with regard to this tender will lead to rejection of the bid.
d.	<p>It is expected from the Bidders/ suppliers/ contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, for the purposes of this provision, the terms set forth below shall mean as under:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition</p> <p>(iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels</p> <p>A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent and collusive practices as mentioned above in competing for the contract in question. The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt, fraudulent and collusive practices, in competing for, or in executing, a contract</p>
<b>2.7 Construction of contract</b>	
a.	<p>It is the intent of ITER-India to incorporate the Scope of supply &amp; work, Technical Specifications, Terms &amp; Conditions of the Contract and price bid in the final Contract between ITER-India and the successful bidder(s). However, any variation in the scope of supply and / or scope of work to meet the intent of this specification and to be in line with good engineering practice and manufacturing feasibility during execution of Contract shall not be subject to price impact.</p> <p><b>Contract award to successful bidder(s) will be subject to corresponding contract from ITER-Organization (IO), France to ITER-India (I-I).</b></p>
<b>2.8 Cancellation of Tender</b>	
a.	The Purchaser reserves the right to cancel the Tender/Terminate Tender process at any stage without quoting any reason. In such a case, the Purchaser will send a notice/intimation for cancellation of the Tender by email/upload on website. Purchaser will not be responsible/liable for any consequences due to such cancellation.



### 3 Bid Submission Content, Format & Instructions

#### 3.1 Techno-commercial bid submission

The following table provides the guideline for preparing and arranging the Techno-commercial bid documents **without Price Bid**.

Notes:

1. All the documents shall be properly arranged into sections.
2. All pages shall be numbered, initialled and stamped.
3. Apart from the given specific templates, bidder may also use the tender documents to insert any comments/mark-up within the text

**Table 3: List of contents for Techno-commercial bid submission for Manufacturing, assembly and supply of Temporary First Wall panels for ITER**

Sr./No.	Content to be included	Detail	Submitted Yes / No
<b>Documents to be submitted at Bid submission stage</b>			
1	Covering Letter & Bidder Information	<ul style="list-style-type: none"> <li>➤ Bid Covering Letter (Optional)</li> <li>➤ General information about the bidder as per the template provided in Annexure-A2 of PART-A(IB): General Particulars of the Bidder</li> </ul>	
2	EEC	<ul style="list-style-type: none"> <li>➤ All documents in compliance to EEC as per Table 1: Essential Eligibility Criteria.</li> </ul>	
3	EMD*	<ul style="list-style-type: none"> <li>➤ Proof of Payment of EMD or Valid document as per applicability for exemption from payment of EMD. (Bidder has to upload scanned copy of the DD/ BG/ proof along with bid and has to ensure delivery of hardcopy (original) to the Buyer within 5 days of Bid End date/ Bid Opening date). Refer to Annexure-A10 of Part-A(IB) for EMD-BG format.</li> </ul>	
4	Compliance with Scope of Supply, Work, Technical Specifications and Terms and Conditions of the Contract	Provide signed and stamped proposal: <ul style="list-style-type: none"> <li>➤ Letter of Acceptance for Tender as per Annexure-A3 of PART-A(IB): Letter for Acceptance of Tender , along with list of deviations, if any.</li> <li>➤ Provide compliance as per unpriced bid format Annexure-A4 of PART-A(IB): Unpriced Bid Format for</li> <li>➤ Provide compliance to commercial terms and conditions as per Annexure – A6 – Commercial Compliance Table</li> </ul>	

		<ul style="list-style-type: none"> <li>➤ Indicative List of imported items (if applicable) for Temporary First wall panels</li> <li>➤ Provide Consortium Agreement (if applicable) as per Annexure-A7 of PART-A(IB): Format for Consortium Agreement and project management structure, including roles and responsibilities; especially, between consortium partners, the interaction between the user, the contractors and the manufacturers.</li> </ul>	
5	Technical Proposals for evaluation.	<ul style="list-style-type: none"> <li>➤ Technical Compliance Matrix as per Annexure-A8 of Part-A(IB) - Technical Compliance Matrix and</li> <li>➤ Annexure-A9 of Part-A(IB) - Details to be provided as a part of Technical Proposal</li> </ul>	
6	Self-Declarations for MII and country sharing land border with India	<ul style="list-style-type: none"> <li>➤ Annexure-I of PART-A(IA): Format for Local Content under Preference to Make In India Order</li> <li>➤ Annexure-II of PART-A(IA): Self-declaration by Bidder of a country sharing/not sharing land border with India</li> </ul>	
7	PAN, GST, MSME, Start-up registration details and any other details (Details as applicable to be submitted)	<ul style="list-style-type: none"> <li>➤ PAN</li> <li>➤ GST registration</li> <li>➤ MSME (Udyam Registration)</li> <li>➤ Start-up registration</li> <li>➤ Registration with DPS, DAE</li> <li>➤ Registration with NSIC</li> <li>➤ Any other details</li> </ul>	

\* The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid. Apart from categories of bidders eligible for EMD exemption as per GeM GTC, following categories of bidders also are exempted from submission of EMD:

- Under MSE category, **only manufacturers** for Goods and Service Providers for Services are eligible for exemption from EMD. **Traders are excluded** from the purview of this Policy. Manufacturer of Goods/Service Provider for Services shall give specific confirmation to this effect at the time of bid submission along with valid MSE registration certificate.
- Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are also exempted from submission of EMD subject to furnishing proof of valid registration certificate or any other valid proof.
- Micro and Small Enterprises (only manufacturers for goods, except traders) registered with NSIC for the tendered Product
- Seller or Service Provider registered with DPS, DAE. Such bidder shall have to upload scanned copy of relevant registration document along with their bid.
- The bid for seeking EMD exemption without submission of EMD and/ or without relevant/ valid document for availing exemption of EMD shall be treated as unresponsive bid and will not be taken up for evaluation.



### 3.2 Price bid submissions

#### 3.2.1 Contents: Part-B (Price Bid)

**Table 4: List of contents (Part-B: Price Bid)**

<b>Total Prices to be offered in GeM portal only along with break up as per Part-B, on or before the bid submission end date</b>				
<ul style="list-style-type: none"><li>All pages shall be signed by authorized signatory, numbered and stamped</li></ul>				
<b>Sr. No.</b>	<b>Content to be included</b>	<b>Detail</b>	<b>Use Form/ Template;</b>	<b>Submitted Yes / No</b>
1.	Price Bid Lot wise (through GeM System)	Submit price (along with the break up) in prescribed format lot wise	Tender Part-B Price Break Up Format -Lot wise (To upload price break up for Lot-1 and Lot-2 as one pdf without password on GeM and one pdf for Lot-3 with password protected to be sent through email <a href="mailto:toc@iterindia.in">toc@iterindia.in</a> )	



## 4 Annexures

### **Annexure-A1 of Part-A(IB): Registration form for Scope Appraisal and Pre-Bid meeting**

Scan copy of this form duly signed and with official seal should be sent through email to [purchase@iterindia.in](mailto:purchase@iterindia.in) latest by **29-06-2026**.

From:

Name and address of Applicant Bidder

Name of Contact Person

Contact Number (Tel, E-mail)

To:

Sr. Officer (Purchase & Stores)

ITER-India, Institute for Plasma Research,

Block- A, Sangath Skyz, Bhat-Motera Road,

Koteshwar, Ahmedabad 380 005, Gujarat, India

Tel: + 91-79-2326 9656/9529

Email: [purchase@iterindia.in](mailto:purchase@iterindia.in)

Subject: Registration for Scope Appraisal and Pre-bid meeting

Dear Sir/Madam,

This is with reference to GeM Bid No. GEM/2026/B/7687092. We Confirm our participation in the Scope Appraisal and Pre-bid meeting as per the scheduled dates and time. The following is the list of participants representing our organization:

- 1.
- 2.
- 3.

Mode of participation: Scope Appraisal – Online, Pre-bid meeting: ☐ Online / ☐ In-person  
(please ✓ on preferred option)

Signature

Name:

Position:

Address:

Tel:

Date:

BIDDER STAMP



**Annexure-A2 of PART-A(IB): General Particulars of the Bidder**

**Table 5: General Particulars of the Bidder**

1.	Name of the Bidder	
2.	Bidder's details along with address for placement of Order	
3.	Name of Consortium Partner(s)	
4.	Name of Lead Partner of Consortium	
5.	Details of Consortium Partner(s) with address	
6.	Bidder's Proposal No. and Date	
7.	Name and designation of the officer of the Bidder to whom all references shall be made for expeditious co-ordination.	
8.	Postal Address, Telephone & Fax Nos. and e-mail Address of Registered Office	
9.	Address, Telephone Nos., Fax Nos. and e-mail ID of Office through which the proposed work (if entrusted) will be handled with name & designation of person-in-charge	
10.	Core Competence of business of bidder and consortium Partner(s)	
11.	Areas of other business activity, if any & place of such business	
12.	Any additional information which the tenderer considers relevant for evaluation of this tender	
13.	Bank details of the Bidder/Lead Partner of Consortium	
14.	GST Registration details of the bidder/Lead Partner of Consortium	
15.	PAN details of the bidder/Lead Partner of Consortium	
16.	MSME registration details with category (General/SC/ST/Women), if any of bidder/lead partner of consortium	
17.	Start-up registration details, if any of bidder/lead partner of consortium	
18.	Registration with NSIC or with DPS, DAE of bidder/lead partner of consortium	

Authorized signatory of Bidder

Bidder's stamp



**Annexure-A3 of PART-A(IB): Letter for Acceptance of Tender**

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

**From:**

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

**Date:**

**To:**

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

Subject: Acceptance of the Tender

Ref. : GeM Bid No.: GEM/2026/B/7687092

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from GeM/web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).
2. I/ We have downloaded / obtained the Reference document(s) for the above mentioned 'Tender'.
3. I / We hereby certify that I / we have read the entire tender documents i.e.
  - a. Part-A(I) – Part-A(IA): Essential Eligibility Criteria and Part-A(IB): Instructions to Bidders, Compliance and Unpriced Bid format
  - b. Part-A(II) Scope of Supply & Work, Technical Specifications & its annexures.
  - c. Part A(III)-Terms and Condition of Contract
  - d. Part B-Price bidwhich form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and GeM GTC.
4. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
5. In this regard, we would like to confirm the following **(Please ✓ against het check box)**.  
☐ I/ We hereby **unconditionally accept** all the Technical Specifications, scope of work, scope of supply, drawings (if any) and other details as per Tender Specifications and the Terms & Conditions as per entire tender documents i.e. Part A(I), Part A(II), Part A(III), and Part-B.



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

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

Signature

Bidder's stamp

Name:

Position:

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





**Annexure-A4 of PART-A(IB): Unpriced Bid Format for Manufacturing, assembly  
and supply of Temporary First Wall panels for ITER**

**Unpriced Bid Format:**

**Table 6: Unpriced Bid Format for Manufacturing, assembly and supply of Temporary First  
Wall panels for ITER**



Part-A(I) - Instructions to Bidders, Essential Eligibility, Compliance  
& Unpriced Bid Format for **Manufacturing, assembly and supply of  
temporary first wall panels for ITER**

GeM bid No.  
GEM/2026/B/7687092

UnPrice-bid format (TFW Tender) (Mention Yes/No as applicable, without any price details)

Sr No.	TFW - Lot 1: Full scope of manufacturing, assembly and delivery of TFW rows 3, 4, 7 to 9, 18 (126 panels - tungsten) + row 6 (18 panels - tungsten heavy alloy)	TFW Row 3	TFW Row 4	TFW Row 7	TFW Row 8	TFW Row 9	TFW Row 18	TFW Row 6	Spares according to Tech spec.					
1	Preparation - CAD design - Manufacturing Readiness (which shall include: Quality & Management Plan, detailed schedule, list of deliverables, Tooling & Equipment, Facilities, Manufacturing & Assembly procedures (incl. Method statement, Manufacturing Inspection Plan, etc.), CAD general assembly drawings replication for all designs, CAD manufacturing drawings for all designs, Production of finger prototype for validation, Manufacturing Readiness Review)	Quoted - Yes/No								Quoted - Yes/No				
2	Raw material procurement of central beam and finger assembly (fingers plates and finger supports) - Austenitic Steel	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No					
3	Raw material procurement - tungsten tiles / Tungsten alloy tiles (as applicable for a given row according to tech spec.)	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No					
4	Manufacturing, inspection and testing of central beam and finger assembly (fingers plates and finger supports) including procurement of off-the-shelf components	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No					
5	Manufacturing, inspection and testing of tungsten / tungsten heavy alloy tiles (as applicable for a given row according to tech spec.)	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No					
6	Assembly, FAT, Mtg, dossier, storage, packaging, preservation	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No					
8	Delivery - Freight charges and associated documentation	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No					
9	Other costs (please itemize as necessary)	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No					
	TOTAL COST FOR LOT-1 (Value in INR)	Quoted - Yes/No												
Sr No.	TFW - Lot 2: Full scope of manufacturing, assembly and delivery of TFW rows 1, 2, 5, 10 to 17 (293 panels - tungsten coating / cladding)	TFW Row 1	TFW Row 2	TFW Row 5	TFW Row 10	TFW Row 11	TFW Row 12	TFW Row 13	TFW Row 14	TFW Row 15	TFW Row 16	TFW Row 17	Spares according to Tech spec.	
1	Preparation - CAD design - Manufacturing Readiness (which shall include: Quality & Management Plan, detailed schedule, list of deliverables, Tooling & Equipment, Facilities, Manufacturing & Assembly procedures (incl. Method statement, Manufacturing Inspection Plan, etc.), CAD general assembly drawings replication for all designs, CAD manufacturing drawings for all designs, Production of finger prototype for validation, Manufacturing Readiness Review)	Quoted - Yes/No											Quoted - Yes/No	
2	Development and qualification of coating/cladding (which shall include: Initial documentation for Kick-Off meeting - Qualification Phase incl. Quality & Management Plan, detailed schedule, list of deliverables, etc., Design & qualification protocol of mock-ups, Tooling & Equipment, Facilities, Mock-up raw material procurement, Production of mock-ups and finger prototype, Testing, Qualification report & resolution of QH/TS)	Quoted - Yes/No												
3	Raw material procurement of central beam and finger assembly (fingers plates, finger supports and tiles) - Austenitic Steel	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No		
4	Raw material procurement for coating / cladding	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No		
5	Manufacturing, inspection and testing of central beam and finger assembly (fingers plates, finger supports and tiles) including procurement of off-the-shelf components	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No		
6	Manufacturing, inspection and testing of tungsten coating/ cladding	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No		
7	Assembly, FAT, Mtg, dossier, storage, packaging, preservation and delivery	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No		
9	Subcontracted activities (if any, please detail)	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No		
10	Others (please itemize as necessary)	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No	Quoted - Yes/No		
	TOTAL COST FOR LOT-2 (Value in INR)	Quoted - Yes/No												
Sr No.	TFW - Lot 3: Pad assemblies and Electrical Strap assemblies (Technical Specification section 5.2.2 ; 5.2.3 and Appendix A1)	cost for All TFW panels												
1	Preparation - CAD design - Manufacturing Readiness (which shall include: Quality & Management Plan, detailed schedule, list of deliverables, Tooling & Equipment, Facilities, Manufacturing & Assembly procedures (incl. Method statement, Manufacturing Inspection Plan, etc.), CAD general assembly drawings replication for all designs, CAD manufacturing drawings for all designs, Production of finger prototype for validation, Manufacturing Readiness Review)	Quoted - Yes/No												
2	Pad assemblies													
2.1	Raw material procurement	Quoted - Yes/No												
2.2	Pads manufacturing, inspection and testing	Quoted - Yes/No												
2.3	Electrical insulation coating, inspection and testing	Quoted - Yes/No												
2.4	Final documentation, Storage, Packaging, and Preservation	Quoted - Yes/No												
2.5	Others (please itemize as necessary)	Quoted - Yes/No												
3	Electrical Straps													
3.1	Raw material for BKT_ES_10L_FW and BKT_ES_14L_FW (including spares)	Quoted - Yes/No												
3.2	Manufacturing, inspection and testing for ES 10L and ES 14L (including spares)	Quoted - Yes/No												
3.3	Final documentation, Storage, Packaging, and Preservation (including spares)	Quoted - Yes/No												
3.4	Others (please itemize as necessary)	Quoted - Yes/No												
5	Delivery - Freight charges and associated documentation	Quoted - Yes/No												
6	Others (please itemize as necessary)	Quoted - Yes/No												
	TOTAL COST FOR LOT-3 (Value in INR)	Quoted - Yes/No												



Bidder's confirmation regarding submitted Price Bid for Manufacturing, assembly and supply of Temporary First Wall panels for ITER

Table 7: Bidder's confirmation regarding submitted Price Bid (For Lot-1, Lot-2 and Lot-3) for Manufacturing, assembly and supply of Temporary First Wall panels for ITER

Sr. No.	Particulars	Confirmation Yes/No
1	L1 bidder will be derived based on Total Price of Lot-1+Lot-2 including all applicable taxes & duties and any other charges (Landed Cost)	
2	Price quoted on GeM shall not include Lot-3 price (Optional scope)	
3	Lot-3 price which is optional scope to be quoted only in price break up in financial bid as a separate PDF file format which is password protected and this file is sent through email ( <a href="mailto:toc@iterindia.in">toc@iterindia.in</a> ) along with Part-A submission i.e. on or before due date and time for bid submission.	
4	Password for Lot-3 price break will be asked by Purchaser at time of price bid opening by designated tender opening committee member of ITER-India	
5	The L1 bidder for Lot 1 + Lot -2 shall match the lowest price received for Lot-3, in case, the L1 bidder is not lowest for Lot-3	
6	Unit rate/s should be valid throughout the validity of Purchase Order/Contract for addition/deletion purposes.	
7	Bidder shall not consider basic custom duty on imported items in the quoted price.	
8	The delivery shall be based on DAP (ITER site) as per Incoterms 2020	
9	Each Party shall bear their own expenses for visiting to other Party's site concerning execution of the order/contract	

### Compliance with Commercial Terms, Taxes and Duties:

Table 8: Compliance with Commercial Terms, Taxes & duties

Particulars	Compliance
<b>Price Basis:</b> Offer Prices for all three lots as Tender document ' <i>Part-B Price Bid Breakup format for Manufacturing, assembly and supply of Temporary First Wall panels for ITER</i>	Yes / No (In case of No, details of deviation to be specified)
<b>Applicable Rate of Goods and Service Tax (GST) @0.1% (For all three lots)</b> Export of the ordered items shall be carried out as per the provisions of Notification No. 40/2017-Central Tax (Rate), Notification No. 40/2017-State Tax (Rate) both dated 23 <sup>rd</sup> October, 2017 or Notification No. 41/2017--Integrated Tax (Rate) dated 23 <sup>rd</sup> October, 2023	Yes / No (In case of No, details of deviation to be specified)
<b>Applicable GST i.e. 0.1% to be included in the quoted rate (Refer Clause no. 13.4 of Part-A(III) for more details)</b>	Yes / No (In case of No, details of deviation to be specified)



HSN code of offered item(s)- To specify for each lot	To be specified
<b>Committed delivery period:</b> Tender delivery period for each lot as per clause no. 10.2 of Tender <i>'Part-A(III) – Terms &amp; Conditions of the Contract'</i> will apply	Yes / No (In case of No, details of deviation to be specified)
<b>Bid Validity Period:</b> 120 days from date of opening of Tender <i>'Part-A of the Tender'</i> .	Yes / No (In case of No, details of deviation to be specified)
Declared local content in the offered item as per Annexure-I of PART-A(IA): Format for Local Content under Preference to Make In India Order of present tender.	----- % Local Content Yes/No (In case of No, details of deviation to be specified)
Indicative list of Imported items submitted to avail Custom Duty Exemption as per clause no. 13.5 <i>Tender Part-A(III) – Terms &amp; Conditions of the Contract</i>	Yes / No (In case of No, details of deviation to be specified)
EMD of Rs. 10 lakh as per GeM bid submitted. If No, mention relevant document attached for EMD exemption applicable as per Sr. No. 3 of Table 3. of Part-A(IB)	Yes / No (In case of No, details of relevant document to be specified)

Bidder Signature		
Name of the signatory& Title	Name	Title
Bidder's Official seal		
Place & Date	Place8	DD-MM-YYYY



**Annexure-A5 of PART-A(IB): Format for submission of Pre-bid queries/Clarifications**

- (i) The bidders are required to note that as per tendering conditions, no upward revision in price is permitted after submission of Part-A and Part-B bids, unless ITER-India authorizes changes on the technical specifications. Hence it is imperative that the total scope of the tender and its technical requirements are fully understood by the bidder before submitting the bids. With a view to get complete clarity on the bid document, the bidders are advised to study the scope of work, tender specifications and conditions thoroughly and seek clarifications / confirmations, wherever needed, from ITER-India during the pre-bid stage.
- (ii) The bidders are also advised to bring to the notice of ITER-India, through this format, any technical deviations/exceptions, that he proposes to take and/or any suggested changes on the tender specifications he proposes to make with a view to ensure/ improve the overall system performance. Any omission / contradiction on the tender specifications/Price format etc. observed by the bidder also may be brought to the notice of ITER-India in this format.
- (iii) The bidders shall, however, note that no deviations/exceptions to the tender specifications are generally acceptable. In case, such deviations/ exceptions/changes are necessary on the specifications for the overall performance of the system/equipment/components, tenderer may seek written approval from Purchaser for such deviations/exceptions/changes, however, limiting these to the bare minimum.
- (iv) No exception/deviation/change to the tender specifications shall be recognized, unless the same is accepted in writing by ITER-India. Only such changes which are accepted by ITER-India shall form part of the original tender.
- (v) The bidder shall submit queries in below specified format online through GeM portal.

**GeM bid No: GEM/2026/B/7687092**

**FORMAT FOR RAISING PRE-BID QUERIES/CLARIFICATIONS BY THE BIDDER**

**Format for submission of Pre-bid queries/Clarifications**

1.Name of the Bidder	2.Query No.	3. Ref. Tender Part / Section No.	4. Ref. Clause No. / Page No.	5.Description of the query	6.Response of ITER-India

*Please add rows to the table above as required and keep orientation in landscape format.*

*Column 1 to 5: To be filled by the Bidder*

\_\_\_\_\_  
Authorized signatory of Bidder

\_\_\_\_\_  
Bidder's stamp

### Annexure – A6 – Commercial Compliance Table

Clause No.	Description	Bidder's Compliance (Yes/No)	Remarks (if any)
1	Definitions and Interpretations		
2 (2.1 to 2.5)	General provisions of the Contract		
3	Confidentiality and Secrecy		
4 (4.1 to 4.2)	The Purchaser		
5 (5.1 to 5.3)	The CONTRACTOR/SUPPLIER		
6	Alteration in specifications		
7	Codes and Standards		
8 (8.1 to 8.2)	Consortium		
9	Mistakes in drawings, specifications etc		
10 (10.1 to 10.2)	Contract Work Scope and Completion Time		
11	Free Issue Material (FIM)		
12 (12.1 to 12.2)	Guarantees		
13 (13.1 to 13.8)	Contract Price, Price Variation, Taxes and Duties and Payment		
14	Recovery of advance payments in case of breach of contract		
15	Recovery of Sums Due		
16 (16.1 to 16.2)	Inspection & Dispatch Clearance		
17 (17.1 to 17.5)	Packing, Labelling, Insurance and Delivery Instructions		
18	Acceptance Tests at Purchaser's Site		
19	Notional Transfer of Ownership		
20	Transfer of Ownership & Title		
21 (21.1 to 21.2)	Delay, Extension & Postponement		
22	Liquidated Damages (LD)		



23	Force Majeure		
24 (24.1 to 24.3)	Rejection of defective goods & CONTRACTOR/SUPPLIER's Liability		
25	Indemnity		
26	Warranty		
27	CONTRACTOR/SUPPLIER's Failure to Repair/Replacement of defective Goods		
28 (28.1 to 28.2)	After Sales Services & Availability of Spares		
29	CHANGES		
30	Settlement of disputes and Arbitration		
31	Arbitration		
32 (32.1 to 32.3)	Cancellation/Termination of Contract		
33	Intellectual Property and Provision		
34	Annexures (Annexure-A1(a&b) to Annexure-4		





## Annexure-A7 of PART-A(IB): Format for Consortium Agreement

(On non-judicial stamp paper of appropriate value)

### CONSORTIUM AGREEMENT

This Consortium Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ between

M/s \_\_\_\_\_, a company incorporated under \_\_\_\_\_ (indicate the Company's Act.) and having its registered/principal office at \_\_\_\_\_ (herein after referred to as "Leader of the Consortium" which expression shall include its legal successors, executors and permitted assigns) on the first part,

and

M/s \_\_\_\_\_ a company incorporated under \_\_\_\_\_ (indicate the Company's Act ) and having its registered/principal office at \_\_\_\_\_ (herein after referred to as "First Consortium Partner" which expression shall include its successors, executors and permitted assigns) on the second part,

Each of the above entities shall individually be referred to as "Consortium partner" and collectively as "Consortium"

Whereas, M/S. ITER-India Institute for Plasma Research, (An Aided Institute of Department of Atomic Energy, Government of India) having its registered office at Block-A Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad Gujarat - 380005, India acting through Project Director, ITER-India (IPR) (hereinafter referred to as the "Purchaser") has floated a GeM Bid No. GEM/2026/B/7687092 for Manufacturing, assembly and supply of temporary first wall panels for ITER.

As per the above mentioned tender conditions, Consortium formed among individual entities are allowed to qualify and participate as a bidder as per the Qualification Requirements stipulated in the tender. Towards this purpose, the consortium partners mentioned above hereby joined together to form a consortium. This consortium agreement is entered into by the above mentioned consortium partners for the purpose of submitting the bid against the above mentioned tender to the Purchaser jointly as a bidder to meet the qualifying requirements of the tender, towards execution of the contract in case of award of the contract by the Purchaser and furnish performance towards equipment/system as per the conditions of the contract

NOW, THEREFORE, the above mentioned entities hereby agrees as follows:

1. We, the consortium partners learned and understood the terms and conditions of the GeM Bid No. GEM/2026/B/7687092 for Manufacturing, assembly and supply of temporary first wall panels for ITER issued by the Purchaser meeting the qualifying requirement indicated therein.
2. The financial percentage participation by each consortium partners shall be as indicated below
  - a) M/S \_\_\_\_\_ : \_\_\_\_\_ %
  - b) M/S \_\_\_\_\_ : \_\_\_\_\_ %
  - c) M/S \_\_\_\_\_ : \_\_\_\_\_ %Total: 100 %

3. We, the consortium partners hereby agree that M/S\_\_\_\_\_ shall act as the Leader of the consortium who shall have authority to bind each of the consortium partner(s). The Leader of the consortium shall be responsible towards:
  - (a) preparation and submission of bid on behalf of the consortium,
  - (b) to negotiate with the Purchaser (if selected by the Purchaser for negotiation)
  - (c) acceptance of the contract on behalf of consortium,
  - (d) correspondence with the parties, co-ordination between the Purchaser, Consortium Partners and other agencies concerned,
  - (e) submission of the Contract Securities and other documents,
  - (f) to submit invoice and other documents and receive the payment,
  - (g) to ensure performance of the equipment/system as the case may be.
  - (h) to respond promptly in settlement of disputes arising during any stage from submission of bid till closure of contract
4. In case award of contract by the Purchaser, we the consortium partners to this Consortium Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Purchaser from a Bank as per the said tender/contract conditions for a value stipulated in the Contract awarded and such guarantee shall be in the name of the Leader of the Consortium.
5. Each of the consortium partners shall be jointly and severally responsible for performance of the contract. Further, the consortium partners shall be jointly and severally responsible for discharging all the obligation of the contract.
6. Any correspondence exchanged with the leader of the consortium shall be binding on consortium partner(s).
7. The leader of the consortium shall ensure performance of the equipment/system on behalf of the Consortium
8. The consortium partners shall bear the pre-tender expenses incurred by them.
9. It is agreed that Consortium Partner(s) of this agreement will not assign or transfer any of their rights or obligations under this agreement without the written consent of the Purchaser as well as the other consortium partner(s).
10. We, the consortium partners hereby undertake and confirm that none of the consortium partner is blacklisted / debarred for business by any of the Government Organisations /Public Sector Units.
11. In case of breach of the said contract by any of the partners of the Consortium, the other consortium partner(s) hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms and conditions of the contract.
12. Further, if the Purchaser suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/contract documents, the Leader of Consortium, Consortium Partners for the present contract shall undertake promptly to make good such loss or damage caused to the Purchaser, on the Purchaser's demand without any demur. The Purchaser shall have the right to proceed against anyone of the consortium partners and it shall neither be necessary or obligatory on the part of the Purchaser to proceed against the Leader of the Consortium to the present contract before proceeding against the first or the second consortium partner.
13. Each Consortium Partners hereby covenants that it will perform its obligations in full compliance with the conditions of the contract/purchase order (if and when issued by the Purchaser), Consortium Agreement as per the regulations and statutory laws of India. In case of conflict between Contract/Purchaser Order issued by the Purchaser and Consortium Agreement, Contract/Purchase Order shall take precedence over the Consortium Agreement.
14. The responsibilities for performing execution of the said contract by each consortium partner is as indicated in the Annexure-A6-I. It is further agreed by the consortium partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the members under this agreement.



15. We, the consortium partners hereby agree that this consortium agreement remains unaffected due to any change in the Article of Association of any one or any number of consortium partners with immediate or retrospective effect.
16. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Ahmedabad shall have exclusive jurisdiction in all matters arising there under.
17. The consortium partners shall maintain confidentiality of the information pertaining to this agreement and the information related to execution of the contract.
18. It is further agreed that this Consortium Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Purchaser discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

1. Common Seal of

2. Common Seal of

3. Common Seal of

M/s\_\_\_\_\_ M/s\_\_\_\_\_ M/s\_\_\_\_\_

Signature : \_\_\_\_\_ Signature : \_\_\_\_\_ Signature : \_\_\_\_\_

Name : \_\_\_\_\_ Name : \_\_\_\_\_ Name : \_\_\_\_\_

Designation: \_\_\_\_\_ Designation: \_\_\_\_\_ Designation: \_\_\_\_\_

WITNESSES.:

1. \_\_\_\_\_

2. \_\_\_\_\_



## ANNEXURE-A7-1 TO CONSORTIUM AGREEMENT

DIVISION OF WORK AMONG CONSORTIUM PARTNERS BASED ON THEIR RESPONSIBILITIES  
AND WORKING ARRANGEMENT.

Sr. No.	Description of work to be carried out by Consortium (Indicative)	Division of Responsibilities		
		Leader of Consortium	First Consortium Partner	Second Consortium Partner
1.	Coordination of the Tender/Contract			
2.	Design Replication			
3.	Manufacture & Supply of items <ol style="list-style-type: none"><li>1. W (Tungsten) &amp; WHA (Tungsten Heavy Alloy) Tiles</li><li>2. Tungsten Cladded/Coated Tiles</li><li>3. SS components</li><li>4. Electrical Strap &amp; Pad Assemblies (Optional Scope)</li></ol>			
4.	Assembly of TFW Panels & Factory Testing			
5.	Packing and Transportation of TFW Panels			
6.	Any other additional responsibilities			

Note:

- i) Above List if indicative and consortium shall include/modify activities to be carried out by them based on the scope of the tender.

### Annexure-A8 of Part-A(IB) - Technical Compliance Matrix

#### 1. Compliance with respect to Technical requirements of the 'Procurement Technical Specification for the Temporary First Wall'

Requirement No. as specified in the Tender Part-A(II)	Bidder's compliance (Yes / No)	Remarks, if any
REQ-1		
REQ-2		
REQ-3		
REQ-4		
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REQ-8		
REQ-9		
REQ-10		
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REQ-120		
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REQ-123		
REQ-124		
REQ-125		
REQ-126		
REQ-127		

**2. Compliance with respect to Technical requirements of the APPENDIX A1 – ELECTRICAL STRAP AND PAD REQUIREMENTS of 'Procurement Technical Specification for the Temporary First Wall'**

A1_REQ-1		
A1_REQ-2		
A1_REQ-3		
A1_REQ-4		
A1_REQ-5		
A1_REQ-6		
A1_REQ-7		
A1_REQ-8		
A1_REQ-9		
A1_REQ-10		
A1_REQ-11		
A1_REQ-12		
A1_REQ-13		

**3. Compliance with respect to Technical requirements of the APPENDIX A2 – FUNCTIONAL SPECIFICATION ON TUNGSTEN CLADDING AND HIGH HEAT FLUX TESTING of 'Procurement Technical Specification for the Temporary First Wall'**

A2_REQ_1		
A2_REQ_2		
A2_REQ_3		
A2_REQ_4		
A2_REQ_5		
A2_REQ_6		
A2_REQ_7		
A2_REQ_8		
A2_REQ_9		
A2_REQ_10		
A2_REQ_11		
A2_REQ_12		
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A2_REQ_14		
A2_REQ_15		





A2_REQ_16		
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A2_REQ_21		
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A2_REQ_24		
A2_REQ_25		
A2_REQ_26		
A2_REQ_27		
A2_REQ_28		

#### 4. Compliance with respect to Applicable Documents (AD)

Requirement No.	Bidder's compliance (Yes / No)	Remarks, If any
[AD1] General Management Specification for Service and Supply (GM3S) ITER_D_82MXQK v1.4		
[AD2] List of variants for the TFW assemblies ITER_D_CYAHU7 v1.4		
[AD3] ITER Vacuum Handbook ITER_D_2EZ9UM v2.5		
[AD4] ITER Dimensional Metrology Handbook ITER_D_46FN9B v2.1		
[AD5] Bulk tungsten for TFW ITER_D_DUDN9C v1.0		
[AD6] Tungsten heavy alloy WNiFe for TFW ITER_D_DUGDDF v1.2		
[AD7] Steel EN 1.4307 (304L) forgings or forged bars for non-DT in-vessel usage ITER_D_DX24Z6 v1.2		
[AD8] Steel EN 1.4404 (316L) forgings or forged bars for non-DT in-vessel usage ITER_D_2WRMSW v1.4		
[AD9] Steel EN 1.4404 (316L) plates for non-DT in-vessel usage ITER_D_38GK6Z v1.6		
[AD10] Steel_14404_grade_316L_Plates_less 5 mm ITER_D_U8M5ZZ v2.0		
[AD11] Steel 316L Grade A4-80 for non-DT in-vessel usage ITER_D_3FR65U v1.6		
[AD12] Steel EN 1.4980 (660) for non-DT in-vessel usage ITER_D_38GK5G v1.6		
[AD13] Alloy 718 for Blanket ITER_D_G7N74Y v1.2		
[AD14] Aluminium bronze rods, bar and shapes Procurement Specification for ITER Blanket System ITER_D_PS569U v1.1		
[AD15] Copper plate for non-DT in-vessel usage ITER_D_DUDS8V v1.2		



[AD16] CuCrZr-IG forgings for Electrical Straps for ITER Blanket Application ITER_D_SYL2N7 v1.1		
[AD17] Copper Anti-seize coating specification for Invessel components ITER_D_TLLFHC v4.0		
[AD18] Insulating coatings for the blanket system components ITER_D_D25QF6 v3.1		
Steel_EN_1.4307_(304L)_plates_for_non-DT_G92SYG_v1_1		

## **Annexure-A9 of Part-A(IB) - Details to be provided as a part of Technical Proposal**

### **1. Facilities and Equipment**

- 1.1 Demonstrate the accessibility to adequate and clean facilities for manufacturing and assembly, with separate areas for stainless steel and carbon steel to prevent contamination as specified in the technical specification.
- 1.2 Indicate type and number of manufacturing & control equipment available for manufacturing activities.

### **2. Statement of Understanding & Compliance Matrix**

- 2.1 Provide a technical offer (max 100 pages) demonstrating understanding of the scope of supply and all required activities required to comply with the Technical Specification. The typical details that are expected in the technical offer / Project Realization Plan (PRP) are:
- Infrastructure available (including Software and personnel) to execute CAD data Replication. In case CATIA is not available, a declaration shall be provided mentioning that necessary infrastructure (software, hardware and personnel) shall be acquired as necessary for the execution of the CAD activities.
  - Plan for prototyping & qualification of Finger Validation as per the technical specification.
  - Proposal for each of the processes to be used in manufacturing of each of the critical components i.e Central beam, Finger support, Fingers, SS tiles, Tungsten tiles, Coating / coating, electrical straps, Barrel, Alumina coating. Separate execution plan shall be provided for each of the components.
  - Proposed manufacturing and inspection plan (along with stages) for each of the critical components i.e Central beam, Finger support, Fingers, SS tiles, Tungsten tiles, Coating / coating, electrical straps, Barrel, Alumina coating. Separate plan shall be provided for each of the components. This may be in form of draft MIP (Manufacturing and inspection Plan) in the format provided along with this tender.
  - Potential suppliers for major raw material procurement (SS plates, Tungsten tiles and Coating / cladding).
  - Assembly plan (sequence) separately for both types of finger (i.e clad tiles and bulk tungsten)
  - Bidder's understanding and plan to achieve the mentioned dimensional tolerances
  - Bidder's understanding and plan for adhering the cleanliness requirements during the manufacturing and post manufacturing during the storage.
  - Bidder's understanding and plan to protect the coated components.
  - Bidder's understanding and plan for the baking of the components and assembly.
  - Bidder's understanding on the Nuclear Safety requirements and plan to fulfil the requirements.
  - Plan for packaging and transportation (including the fixture required for the transportation along with necessary accelerometer / shock watches) of the TFW panels after assembly, may be in form of Packing scheme.

- Bidder's understanding on the coating / cladding requirements, processes to be used and qualification methodology.
- Detailed BoM based on the inputs provided in the tech spec / supporting documents / drawings / CAD.
- Bidder's understanding on the requirements related to MRR and plan to ensure the compliance with the necessary documents / prototypes.
- Bidder's plan for dimensional measurement / metrology to be used during various stages of manufacturing and final assembly, including the instruments (e.g laser tracker, portable CMM, table-top CMM etc) planned to be used with their accuracy, availability of the experienced personnel to handle the instruments etc.
- Bidder's plan to comply with the delivery schedule provided.

2.2 Provide a compliance matrix addressing all the requirements described in the technical specification, indicating summary of the compliancy to each requirement.

### 3. Technical Qualified Personnel

3.1 Provide the CVs of key personnel of bidder, specifically focusing on qualified individuals for NDE, and other critical processes, certified according to relevant standards (EN 473, ISO 9712, ASNT Level 2).

### 4. Production Capacity and Flexibility

4.1 Demonstrate ability to accommodate the required production capacity, including facilities & equipment foreseen to be used for manufacturing & control of the scope of supply (type and number).

4.2 Flexibility to manage deviations or non-conformities by providing examples of previous projects where production capacity was successfully scaled to meet project demands, including case studies of deviation management.

### 5. Draft Quality and management plan

5.1 Provide Draft Quality and management plan in accordance with the specifications covering as a minimum:

- Details of the plan to manage the project: organization plan, roles & responsibilities (especially, the interaction between the bidder and sub-contractors / manufacturers), manufacturing strategy & management, subcontracting strategy and management, risks management plan (specific to this project),
- Documentation management plan ensuring traceability and compliance with ITER requirements,
- Details of the Tenderer's Quality Assurance and Health, Safety and Environment organization.

### 6. Draft Schedule

6.1 Provide a draft detailed schedule including:



- The documentation schedule,
- Preparatory activities, manufacturing readiness, raw material procurement,
- Production activities (all Phases and Lots),
- Clear identified milestones and hold points,
- Critical path among manufacturing activities.



**Annexure-A10 of Part-A(IB) – Format for EMD Bank Guarantee**

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

BG NUMBER:

Issue date:

Beneficiary:

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

(HEREINAFTER CALLED AS THE BENEFICIARY/PURCHASER)

DATE:

BANK GUARANTEE NUMBER:

BANK GUARANTEE AMOUNT:

TENDER NUMBER AND TITLE:

APPLICANT/BIDDER:

BIDDER'S NAME WITH COMPLETE ADDRESS TO BE SPECIFIED  
(HEREINAFTER CALLED THE APPLICANT/BIDDER)

GUARANTOR:

(INSERT BANK NAME AND BRANCH ADDRESS)

Whereas Applicant / Bidder is willing to submit its bid against the above referred tender by the Beneficiary / Purchaser for “**Manufacturing, assembly and supply of temporary first wall panels for ITER**” as per the tender conditions, Applicant / Bidder is required to submit a Bank Guarantee as EMD.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay, without any delay or demur on the part of the bank, within 48 hours, on demand in writing from the Beneficiary or any officer authorized by it in this behalf and without recourse to the Applicant and without any demure or protest or obligation to the Beneficiary any sum or sums not exceeding in total an amount of INR ----- (Rupees ----- only)

1. If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.
2. If the Bidder having been notified of the acceptance of his bid by the Purchaser during the period of its validity. If the Bidder fails to furnish the Security Deposit as per the tender/contract. Fails or refuses to execute the contract.

We undertake to pay the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand the Beneficiary will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.



This guarantee will remain in force up to 6 months from the bid submission date and any demand in respect thereof should reach the Bank not later than the above date (i.e. expiry date).

The liability of the Guarantor under this Guarantee shall not exceed for INR ----- (Rupees -----) (the “Guaranteed Amounts”).

This Guarantee shall be valid up to ----- (the “Expiry Date”).

Notwithstanding anything to the contrary contained herein, no obligation of the Guarantor to pay any amount under this Guarantee shall arise prior to the fulfilment of the following conditions precedent: Written claim / demand(s) in terms of this Guarantee of an aggregate amount less than or equal to the Guaranteed Amounts is/are made by the Beneficiary hereunder; and such written claim/demand(s) is/are delivered to the Guarantor on or before the Expiry date..... the (Name of Bank) branch located at ..... (branch address). This guarantee shall lapse on the cited date without the need to proceed with any formality judicial or extra judicial.

Payment of the guaranteed amount, or any part thereof, will only be made following presentation by the beneficiary to the bank at the bank’s (address of branch) branch of a complying demand and this original guarantee for endorsement in the case of a part payment or surrender in the case of final payment of the guaranteed amount.

This guarantee is subject to the uniform rules for demand guarantees (URDG) 2010 revision, ICC publication No 758.

Notwithstanding anything contained hereinabove:

- I. Our liability under the bank guarantee shall not exceed Rs.
- II. The bank guarantee shall be valid upto \_\_\_\_\_
- III. The beneficiary’s right as well the Bank’s liability under this guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before\_\_\_ (being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause (II) above.)

In Witness Whereof the Bank has executed this Bank Guarantee on the ..... day of ....., 20xx through its duly authorized representative.

For (Bank Name).....  
Signature.....  
Name of the Officer .....  
Designation of the officer .....  
Code No. ....  
Name of the Bank and Branch .....  
Seal .....