

Title	Tender No. I-I/ET-TPT/GTE/26011/26-27 dated 23-Jul-26 for the Supply of Chain Clamp Flange Fittings
Subtitle	Annexure-A: Scope of Supply, Work, Technical Specifications and Terms and conditions of contract



Table of Content

1. Introduction.....	4
2. Scope of Supply	4
3. Technical Requirements.....	5
4. Document deliverables.....	5
5. Delivery period	5
6. Ultimate Consignee & Delivery Address:	6
7. Warranty	6
8. Custom Duty:	6
9. Packing Materials:	7
10. Mode of Dispatch.....	7
11. Language:.....	8
12. Governing Law:	8
13. Jurisdiction:.....	8
14. Payment Term:.....	8
15. Performance Security.....	9
16. Advance Payment Bank Guarantee (APBG)	10
17. Liquidated Damages (LD):	10
18. Dispatch Clearance:	10
19. Terms of Prices	11
20. Taxes and Duties.....	11
21. Bank charges	12
22. Force Majeure	12
23. Termination for Default	12
24. Termination of contract for convenience	13
25. DEMURRAGE/ WHARFAGE	13
26. Limitation of Liability:	14
27. Extension of Time (due to contractor).....	14
28. Rejection against Damages during Transit:	14
29. Recovery of Sum Due:.....	15
30. Instruction to Bidders:.....	15
30.1 Tender Fee & EMD	15
30.2 Compliance to Land Boarder Sharing:.....	17
30.3 Preference to Make In India (MII):	18

30.4	Purchase preference to Micro and Small Enterprises (MSEs):.....	18
30.5	The shortfall information documents:	19
30.6	Document to be submitted along with bid.	19
	Annexure-I: Images:	20
	Annexure-II: Unpriced Bid Format	21
	Annexure-III: Self-declaration by Bidder of a country sharing/not sharing land border with India	24
	Annexure – IV Price Fall Clause Certificate	25
	Annexure-V: Bank Guarantee.....	26
	Annexure-VI: Advance Payment Bank Guarantee	28
	Annexure – VII Hindrance Register	30
	Annexure-VIII: Compliance to Make in India.....	31
	Annexure-IX: Letter of Acceptance of Tender	32

1. Introduction

- This document specifies the technical requirements for chain-clamp flange fittings used to form sealed assemblies. Each assembly consists of two identical flanges and a compatible metal gasket secured with a chain clamp to ensure a leak-tight joint. These assemblies will be installed in in-vessel piping carrying DM water to the Calorimeters, RID, Neutralizer, GG & HVB-BS interface zone, all enclosed within the vacuum vessel of the Indian Test Facility (INTF). The fittings and assemblies shall meet the pressure-tight and vacuum-tight performance requirements for INTF beam operation.

2. Scope of Supply

- The scope of supply includes following items given in the table 1 which shall meet technical requirements given in section 3.

Table 1 Scope of supply quantity

S. No.		Item	Quantity (Nos)	Compliance to be filled by bidder and submit along with bid (Yes/No)
1	NW 16 Fittings			
	1.1	NW16 Chain-Clamp	2	
	1.2	NW16 Flange	4	
	1.3	NW16 Gasket	10	
2	NW 25 Fittings			
	2.1	NW25 Chain-Clamp	2	
	2.2	NW25 Flange	4	
	2.3	NW25 Gasket	10	
3	NW 50 Fittings			
	3.1	NW50 Chain-Clamp	16	
	3.2	NW50 Flange	32	
	3.3	NW50 Gasket	80	
4	NW 80 Fittings			
	4.1	NW80 Chain-Clamp	6	
	4.2	NW80 Flange	12	
	4.3	NW80 Gasket	30	
5	NW 100 Fittings			
	5.1	NW100 Chain-Clamp	2	
	5.2	NW100 Flange	4	
	5.3	NW100 Gasket	10	

3. Technical Requirements

Following are the technical requirements to be fulfilled by the items to be supplied.

Table 2 Technical Specifications

S.No.	Items	Requirements	Compliance to be filled by bidder and submit along with bid (Yes/No)
1	Flange	a) MoC: SS316L b) Having weldable end neck c) Size – refer to Table 1 of section 2 d) Compatible to (i) Vacuum leak rate < 1e-10mbar l/s (ii) Working Pressure: 20bar (abs) (iii) Test pressure: 30bar (abs) (iv) Temperature: 20°C to 65°C	
2	Gasket	a) MoC: Oxygen Free copper b) Size: refer to Table 1 of section 2 c) Compatible to (i) Vacuum leak rate < 1e-10mbar l/s (ii) Working Pressure: 20bar (abs) (iii) Test pressure: 30bar (abs) (iv) Temperature: 20°C to 65°C	
3	Chain clamp	a) MoC: Stainless steel b) Size: refer to Table 1 of section 2 c) Compatible to (i) Vacuum leak rate < 1e-10mbar l/s (ii) Working Pressure: 20bar (abs) (iii) Test pressure: 30bar (abs) (iv) Temperature: 20°C to 65°C	
4	Document deliverables	Certificate of compliance of OEM for the requirements mentioned in above Sr No. 1 to 3 to be submitted along with the supply of items.	

4. Document deliverables

- Certificate of compliance of OEM for the requirements mentioned in section 3 to be submitted along with the supply of items.

5. Delivery period

- To deliver to the all ordered items within **5 Months** from the date of Purchase order.

6. Ultimate Consignee & Delivery Address:

The ultimate consignee of the Purchaser is

The Sr. Officer (Purchase & Stores), ITER-India, Ahmedabad

Phone: +91-79-23 26 96 56 / +91-79-23 26 95 30

E-mail: purchase@iterindia.in

Delivery Address:

ITER-India Lab building

Institute for Plasma Research Campus

Bhat, Gandhinagar-382428, Gujarat, India

Bill To:

Sr. Officer (Purchase & Stores),

ITER-India, Institute for Plasma Research

Block A, Sangath Skyz,

Bhat-Motera Road, Koteswar,

Ahmedabad 380005 Gujarat, India. GSTIN 24AAAI0348C2ZC

7. Warranty

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

8. Custom Duty:

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

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

9. Packing Materials:

- The Contractor shall pack and crate all items/deliverables for air shipment and road transportation in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration during transportation. The Contractor shall be held responsible for all damages due to improper or poor packing.
- The Contractor shall provide packing with suitable shock/vibration absorption material to avoid damage during transportation. The packing arrangement shall include (but not limited to) a necessary list of documentation and appropriate packing, markings, labelling, handling provisions for the items. Further, special registers (viz. shock, tilt etc.) that are needed to verify the safe transport of the items in particular for the fragile items shall also be incorporated.
- Packing of the items to be optimized for shipment as per regular air transport norms. The contractor shall submit a detailed transportation scheme including packing details to the purchaser in advance for approval.
- If packing materials are of any kind of plant origin, Phytosanitary Certificate (ISPM 15) or its equivalent issued by an authorized Officer at the Country of Origin of the consignment in the format prescribed under the International Plant Protection Convention of the food and agricultural organization shall be sent along with the shipping documents. This is a mandatory requirement under the law. Deviation from this may result in holding of the consignment at customs causing delay which will be the sole responsibility of Foreign Contractor. In case, the dangerous cargo certificate is required, same needs to be submitted by the Foreign Contractor.

10. Mode of Dispatch

- Multimodal – Road/Air.

11. Language:

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

12. Governing Law:

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

13. 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.

14. Payment Term:

- For India Bidder:** Payment shall be made through RTGS/NEFT within 30 days against completion of payment milestone as per below payment schedule.
- For Foreign Bidder:** Payment shall be made through wire transfer within 30 days against completion of payment milestone as per below payment schedule.

Table 3 Payment Schedule

Sr. No.	Mile-stone for payment	% of PO value (basic amount) for payment	Documents required from the Supplier for release of payment
01	Advance payment against contract award, against submission of advance bank guarantee (ABG) of equivalent amount with validity of two months beyond delivery.	10%	A. Advance Bank Guarantee for an equivalent amount B. Performance Security for the contract C. Duly certified Pro-forma Invoice in triplicate
02	Payment against Delivery of all ordered items	80% + Applicable Taxes	A. Original Tax Invoice in triplicate B. Copy of Despatch Clearance Letter issued by Purchaser. C. Delivery Documents.
03	Successful completion of Final Acceptance	10%	A. Copy of Final Acceptance Note issued by Purchaser B. Duly certified Pro-forma Invoice in triplicate
Total		100%	

15. Performance Security

- The Contractor shall submit an irrevocable Bank Guarantee (BG) or FDR (Fixed Deposit Receipt) equal to 5% (five percent) of CONTRACT value within 30 days from the start of Contract. Bank Guarantee shall submit on a non-judicial stamp paper (for Indian bidder) or on Bank letter head (for foreign bidder), as “Performance Security” towards satisfactory execution and performance of the Contract from any nationalized/ scheduled commercial bank (as per RBI for Indian bidder). BG issuing Bank is required to send confirmation through SFMS (Structured Financial Messaging System) on our SBI bank having IFSC Code: SBIN0001045 Account No: 30360272380 and provide intimation of the same on following E-mail ID: accounts@iterindia.in.
- The format of the PSBG is given in Annexure-V.
- The Bank Guarantee shall remain valid two months beyond the completion of Warranty obligations for the items under this CONTRACT. If need arises, the Contractor shall extend the validity of the Bank Guarantee for suitable period at his expenses.
- If the Contractor fails to provide the Performance Security, within the period (30 Days from contract date) such failure shall constitute a breach of CONTRACT and the Purchaser shall be entitled to 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.
- In the event, the Contractor fails to fulfil any of the obligations under the Contract; the Purchaser shall have the right to encash the PSBG.
- Where the Contractor fails to maintain the specified delivery date/completion time or the Contract period is extended, the Contractor shall extend the validity of Bank Guarantee(s) suitably to cover the extended/expected delivery date or completion time, failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the CONTRACT.
- Upon satisfactory execution of the CONTRACT, the original Bank Guarantee shall be returned to the Contractor on receipt of a request from the Contractor.
- No interest shall be payable on security deposit amount till it is retained by Purchaser in terms of CONTRACT.
- Successful Bidder can submit the Performance Security in the form of **Fixed Deposit Receipt** also (besides PBG). FDR should be made out or pledged in the name of **Institute for Plasma Research A/c ITER-India A/C** (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of

PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

16.Advance Payment Bank Guarantee (APBG)

- The Contractor shall submit Advance Payment Bank Guarantee (APBG) for an equivalent amount against any advance payment due to the contractor as per the payment schedule of the Contract. The APBG shall be issued as per the format given in Annexure-VI on non-judicial stamp paper of appropriate value from any nationalized/ scheduled commercial bank (as per RBI) and shall remain valid until the expiry of 60 (sixty) days from the date of delivery of the deliverables against the Contract.
- In the event that the Bank Guarantee needs extension, the Contractor shall extend the validity of APBG for suitable period at his expenses. On the completion of all the delivery obligations as per CONTRACT, the original APBG shall be returned to the Contractor without any interest on receipt of a request from the Contractor.

17.Liquidated Damages (LD):

- If the Contractor/Supplier fails to deliver the ordered items within the time specified in clause No. 5 and the delay or part thereof is attributable to the Contractor/Supplier, the Purchaser shall recover from the Contractor/Supplier as liquidated damages sum of half percent (0.5 percent) of the Contract value for each calendar week or part thereof for the delay that is attributable to the Contractor. The total liquidated damages shall not exceed five percent (5%) of contract value
- Items will be deemed to have been delivered only when all its items and component parts are also delivered. If certain items/components are not delivered in time, the items will be considered as delayed until such time as the missing parts are delivered.
- However, the payment of liquidated damages shall not in any way relieve the Contractor/Supplier from any of its obligations to complete the supplies and work scope or from any other obligations and liabilities of the Contractor/Supplier under the Contract/Purchase Order.
- The Contractor is required to maintain Hindrance Register for reporting hindrance if any, while executing the work and supply related issues, in an approved format. Such hindrance in the Work or Supply will be taken into consideration for assessing the additional time extension and LD.
- **Format of Hindrance Register is as per Annexure-VII.**

18.Dispatch Clearance:

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

affecting the dispatch. The contractor shall submit Certificate of Compliance (CoC) (refer clause No.4) before dispatch. The purchase shall verify CoC and issue dispatch clearance based on verification of CoC.

19. Terms of Prices

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

20. Taxes and Duties

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

- Custom Duty (as applicable) on imported items shall not be included in quotation.(for Indian Bidder)

21.Bank charges

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

22.Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the CONTRACTOR or PURCHASER, as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as-

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

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

23.Termination for Default

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

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

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

- a) Forfeiture of Performance Security,
- b) Recovery of Liquidated Damages (LD) as per the Contract

- c) To purchase from elsewhere, after (thirty) 30 days' notice to the Contractor, on the risk and cost of the Contractor, the supplies, materials and equipment, not delivered or other items of similar description when such deliverable exactly complying with the particulars are not in the opinion of the Purchaser readily procurable, such opinion being final, without cancelling the Contract in respect of the consignments not yet due for supply.
- 23.3 To cancel the total Contract or balance portion thereof, and if so desired, to purchase or authorize the purchase of the supplies, materials and equipment not so delivered or other deliverable of similar description, when such deliverable exactly complying with the particulars are not, in the opinion of the Purchaser, readily procurable, such opinion being final, at the risk and cost of the Contractor
- 23.4 In the event of action being taken under sub-clause **23.1**, the Contractor shall be liable for any loss which the Purchaser may sustain on that account. Contractor shall not however be entitled to gain on such purchase made on account of his default. The manner and method of such alternate purchase shall be at the entire discretion of the Purchaser, whose decision shall be final. This right shall be without prejudice to the right of the Purchaser, to recover the damages for breach of Contract by the Contractor as provided in the Contract.
- 23.5 If the Contract is terminated as provided in clause **23.2**, the Purchaser in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to the Purchaser any completed items that are found to be useful and acceptable to the Purchaser. The Purchaser shall pay to the Contractor, the Contract price of such completed items that are delivered to and accepted by the Purchaser.
- 23.6 The termination will not relieve the Contractor from submitting the Performance Bank Guarantee for the portion not terminated.

24. 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.

25. DEMURRAGE/ WHARFAGE

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

26.Limitation of Liability:

- Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Contractor to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment related to defects remedied by the Contractor under the warranty clause (clause 7), or to any obligation of the contractor to indemnify the Purchaser with respect to Intellectual Propriety Rights infringement. The Purchaser being a research institute, indirect losses, such as but not limited to loss of production and loss of profit is not applicable

27.Extension of Time (due to contractor)

- In the event, the contractual delivery dates/completion time cannot be adhered to for any cause(s) attributable to the Contractor, an application for extension of time with sufficient reasons shall be made by the Contractor to the Purchaser. If failure, on the part of the Contractor to deliver the items/completion of work in scheduled time shall have arisen from any causes which the Purchaser may find as reasonable ground for an extension of time (and his decision shall be final), he may allow such additional time as he may consider justified in the circumstances of the case through a formal notification. However, this extension shall be without prejudice to the Purchaser's right to recover liquidated damages (LD) as stipulated in clause 17. The Contractor shall not become entitled to receive additional payment towards escalation or increased statutory levies (if any) beyond the contractual delivery date / completion time.
- If the Contractor fails to apply and secure extension of Contract delivery date(s) (before effecting the supply of the items as in the Contract) acceptance of such supplies by the Purchaser, shall not entitle the Contractor to claim payment on account of escalation or extra payment on account of increase of statutory levies that may be payable at higher rate after the expiry of Contract delivery dates/Contract completion date.

28.Rejection against Damages during Transit:

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

29.Recovery of Sum Due:

- Wherever any claim for the payment of Liquidated Damages or damage or loss suffered by the Purchaser arises in terms of money out of the Contract against the Contractor, the Purchaser shall be entitled to recover such sums from any due payment under the Contract. In the event of this amount being insufficient, then the amount of damages or loss shall be recoverable from the payment that may become due, to the Contractor from this Contract or any other Contract with the Purchaser. Should this sum be not sufficient to cover the amount of damages or loss that may be recoverable, the Contractor shall pay to the Purchaser on demand, amount due. Similarly if the Purchaser had made any claim against the Contractor under this Contract or any other Contract with the Purchaser, the payment of all sums payable under the Contract to the Contractor shall be withheld to the extent of claims due according to the Purchaser till such claims of the Purchaser are finally paid by the Contractor, pending which the same will be adjusted. Notwithstanding the provision for recovery through adjustment the Purchaser shall be free to recover his claims from the Contractor as per the terms of the Contract.

30.Instruction to Bidders:

30.1 Tender Fee & EMD

Tender Fee:

No Tender Fee is applicable for downloading the tender document.

Earnest Money Deposit (EMD):

- a) **Earnest Money Deposit (EMD):** Bids must be submitted along with Earnest Money Deposit (EMD) for **INR 58,000.00 (Indian Rupees Fifty Eight Thousand only)** for Indian bidder or equivalent US\$ 605.00 or Euro € 531.00 for foreign bidders by a Demand Draft or through RTGS or through NEFT (National Electronic Funds Transfer) or through Bank Guarantee as per the details mentioned below:
 - i) The DD shall be drawn in favour of **Institute for Plasma Research A/c ITER-India** and payable at Ahmedabad, INDIA. Bidder's name and PQ-NIT number shall be indicated on the reverse side of the Demand Draft. **Scan copy of the DD to be uploaded on CPP Portal and the original DD must reach to the Senior Purchase Officer within 5 days from the due date for bid submission.** Demand Draft (DD) should not be prior dated to the date of tender.
 - ii) EMD in the form of Bank Guarantee (EMD-BG) on non-judicial stamp paper of appropriate value can be submitted as per the format given in **Annexure-IV**. Scan copy of the EMD-BG to be uploaded on CPP Portal and **the original BG must reach to the Senior Purchase Officer within 5 days from the due date for bid submission.**
 - iii) EMD can be submitted through RTGS (Real Time Gross Settlement)/ NEFT (National Electronic Fund Transfer) by bidders **prior to bid submission due date.**
 - iv) The proof of payment of EMD i.e. DD/ RTGS/ NEFT/BG (scan copy) shall be uploaded with bid documents on CPP portal.
 - v) All charges for DD/RTGS/ NEFT/BG shall be borne by the bidder.

- vi) Bank details of ITER-India for **RTGS/NEFT** are as mentioned below:

For Indian Bidder:

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

For Foreign Bidder:

Beneficiary Name -Institute for Plasma Research A/c ITER-India
Account No. - 30360272380
Swift Code - SBININBB209
Bank Name - State Bank of India Naroda Industrial Estate Branch
GIDC Naroda, Ahmedabad (Gujarat), India , Pin-382330

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

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

30.2 Compliance to Land Boarder Sharing:

- Any bidder from a country that shares a land border with India(i) , excluding countries as listed on the website of the Ministry of External Affairs(ii) , to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered(iii) with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard as per Annexure-III. (i) <https://mea.gov.in/india-and-neighbours.htm> (ii) <http://meadashboard.gov.in/indicators/92> (iii) <https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15 Oct 2020.pdf>
- Bidder from such Restricted Countries" means: - a) An entity incorporated, established, or registered in such a country; or b) A subsidiary of an entity incorporated, established, or registered in such a country; or c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium/ joint venture where any member falls under any of the above.
- In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate as per Annexure-III.
- If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.

30.3 Preference to Make In India (MII):

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

□ • Class-I Local Supplier, Class-II Local Supplier and Non-Local Supplier are eligible to participate in bid for this Tender. Refer Government notification no. P-4501/2/2017-PP (BEII) dated 16.09.2020 issued by Ministry of Commerce & industry in this regard. Provisions as per this notification, as amended from time to time, shall apply for this tender including purchase preference.

□ Class-I Local Supplier, Class-II Local Supplier and Non-Local Supplier will submit duly signed & stamped certificate giving the percentage of Local content as per the format provided in Annexure-VII along with the offer failing which bid may not be considered for further evaluation.

- **Class-I Local Supplier/Class-II Local Supplier and Non-Local Supplier are only eligible to participate in bid.**

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

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

Purchase preference to Micro and Small Enterprises will get precedence over Preference to Make In India.

30.5 The shortfall information documents:

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

30.6 Document to be submitted along with bid.

Following document to be submitted by bidder in the offer.

- 1) EMD as per Clause No. **30.1** of Annexure-A (in case of exemption, relevant documents to be submitted).
- 2) Technical Compliance Sheet as per Table 1 & 2 duly signed and stamped with official seal.
- 3) List of import items (if applicable) – for Indian Bidder
- 4) Duly filled signed and stamped Annexure-II : Unpriced Bid Format
- 5) Duly filled signed and stamped Annexure-III : Compliance to Land Border Sharing
- 6) Duly filled signed and stamped Annexure-IV : Price Fall Clause Certificate
- 7) Duly filled signed and stamped Annexure-VIII : Compliance to Make in India
- 8) Duly filled signed and stamped Annexure-IX: Letter of Acceptance of Tender

Annexure-I: Images:

Image 1

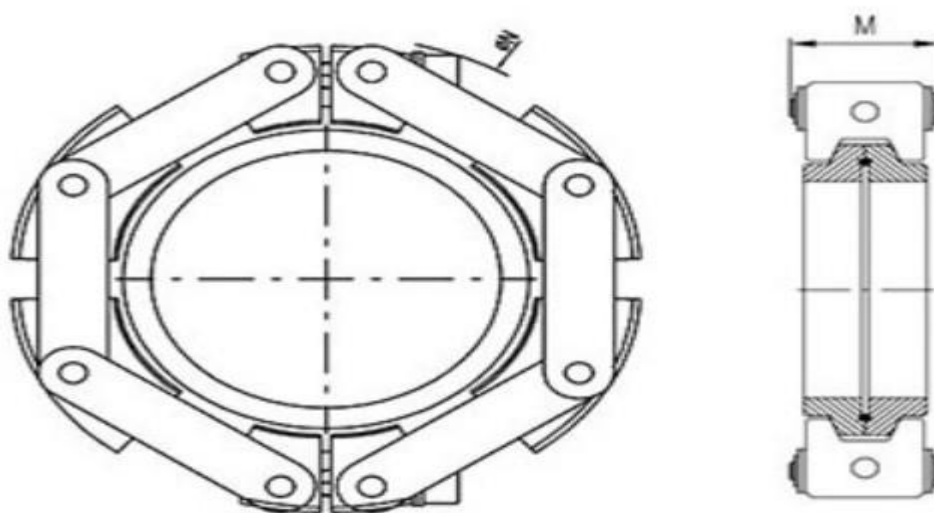


Image 2

Annexure-II: Unpriced Bid Format

Unpriced Bid Format

This tender is for “Item description” as follows:

A. Unpriced Bid Format: Table-A

Chain-Clamp Flange Fittings					
S. No.	Item		Quantity	Units	Quoted (Yes/No)
1	NW 16 Fittings				
	1.1	NW16 Chain-Clamp	2	No	
	1.2	NW16 Flange	4	No	
	1.3	NW16 Gasket	10	No	
2	NW 25 Fittings				
	2.1	NW25 Chain-Clamp	2	No	
	2.2	NW25 Flange	4	No	
	2.3	NW25 Gasket	10	No	
3	NW 50 Fittings				
	3.1	NW50 Chain-Clamp	16	No	
	3.2	NW50 Flange	32	No	
	3.3	NW50 Gasket	80	No	
4	NW 80 Fittings				
	4.1	NW80 Chain-Clamp	6	No	
	4.2	NW80 Flange	12	No	
	4.3	NW80 Gasket	30	No	
5	NW 100 Fittings				
	5.1	NW100 Chain-Clamp	2	No	
	5.2	NW100 Flange	4	No	
	5.3	NW100 Gasket	10	No	

B. Bidder's confirmation regarding submitted Price Bid:

Sr. No.	Particulars	Confirmation Yes/No
1	EMD Submitted or Exemption, if applicable as per clause No. 30.1	Details of EMD submitted / Valid proof of exemption
2	Delivery Terms (Incoterms 2020 to be specified by foreign bidder/ free door delivery by Indian bidder) offered by bidder (To specify)	To Specify, Delivery Term

	Scope of Supply, Scope of Work, Technical Specifications, Essential Eligibility Criteria and Other Terms & Conditions	Tender No. I-I/ET-TPT/GTE/26011/26-27
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3	QUOTED PRICE SHALL NOT INCLUDE APPLICABLE TAXES AND DUTIES in India (For Indian bidder)	Yes/No
4	GST IN % AS APPLICABLE (NOT INCLUDED IN QUOTED PRICE) (For Indian bidder)	GST % TO SPECIFY
5	QUOTED PRICE SHALL NOT INCLUDE CUSTOM DUTY ON IMPORTED ITEMS (IF APPLICABLE) (Refer Clause No.8)	Yes/No
6	LIST OF IMPORT ITEMS (TO ATTACH) AS MENTIONED IN THE CLAUSE OF CUSTOM DUTY (Refer Clause No.8)	ATTACHED-YES/NO
7	HSN Code (To specify)	HSN Code to specify
8	L1 bidder will be derived based on Total Landed Price (submission of both items) which is inclusive of applicable taxes & duties and any other charges (Landed Cost). Loading of price if bidder do not quote on DAP basis as per clause No.19.	Yes/No
9	Unit rate/s should be valid throughout the validity of Contract for addition/deletion purposes. The quoted price should not be subject to price escalation for whatsoever reasons. The quoted price shall be firm, fixed and non-revisable during the validity/ extended validity of Purchase Order/Contract.	Yes/No
10	Each Party shall bear their own expenses for visiting to other Party's site concerning execution of the order/contract.	Yes/No
11	Tender delivery period i.e. 5 Months from the date of Purchase Order will apply	Yes/No
12	Payment Terms: As per Clause No.14 of Annexure-A	Yes/No
13	Warranty – 01 year from the date of Final acceptance of ordered Items by the Purchaser (Refer Clause No. 7)	Yes/No
14	Bid Validity Period – 120 days from the date of bid opening	Yes/No
15 16	Is the bidder registered as Micro or Small Enterprise, If Yes, pl. mention Udyam Registration and to attach in the bid document	Micro/Small Enterprise, Udyam Registration No.
16	Packing Materials as per Clause No. 9	Yes/No
17	Mode of Dispatch as per Clause No. 10	Yes/No
18	Language as per Clause No. 11	Yes/No
19	Governing Law as per Clause No.12	Yes/No

20	Jurisdiction as per Clause No.13	Yes/No
21	Performance Security Bank Guarantee as per Clause No.15	Yes/No
22	Advance Payment Bank Guarantee (APBG) as per Clause No.16	Yes/No
23	Liquidated Damages (LD) as per Clause No.17	Yes/No
24	Dispatch Clearance as per Clause No. 18	Yes/No
25	Terms of Prices as per Clause No. 19	Yes/No
26	Taxes and Duties as per Clause No. 20	Yes/No
27	Bank charges as per Clause No. 21	Yes/No
28	Force Majeure as per Clause No. 22	Yes/No
29	Termination for Default as per Clause No. 23	Yes/No
30	Termination of contract for convenience as per Clause No. 24	Yes/No
31	DEMURRAGE/ WHARFAGE as per Clause No. 25	Yes/No
32	Limitation of Liability: as per Clause No. 26	Yes/No
33	Extension of Time (due to contractor) as per Clause No. 27	Yes/No
34	Rejection against Damages during Transit: as per Clause No. 28	Yes/No
35	Recovery of Sum Due as per Clause No. 29	Yes/No

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

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

[ON THE LETTER HEAD OF THE COMPANY as a part of bid/offer]

Ref: 1) Our bid/offer No. dated
2) E-Tender No. I-I/ET-TPT/GTE/26011/26-27

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

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

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

Penalties for false or misleading declarations:

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

Signature

Bidder's

stamp

Name:

Position:

Address:

Tel:

Fax:

Email ID:

Designation:

Official Seal

Annexure – IV Price Fall Clause Certificate**Price Fall Clause Certificate**

(To be submitted in the bidder's company letter head as a part of bid/offer)

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

Date:

Signature of the Tenderer
Seal of the Firm

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

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

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

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

(hereinafter referred to as Beneficiary)

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

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

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

Contract No.:

Bid Number:

Applicant / Seller:

[Name & Address of Contractor]

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

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

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

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

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

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

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

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

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

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

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

Dated

For.....

(Indicate the name of the Bank)

Signature.....

Name of the Officer.....

Designation of the officer

Code no

Name of the Bank and Branch.....

Annexure-VI: Advance Payment Bank Guarantee (On non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ DATE: _____

1. WHEREAS on or about the _____ day of _____ M/s. _____, a company registered under the companies act and having its registered office at _____ (hereinafter referred to as “the Contractor”) entered into Contract bearing No. _____ date _____ with ITER-India (INSTITUTE FOR PLASMA RESEARCH) Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad 380005, Gujarat, India (hereinafter referred to as “The Purchaser”) for the supply of _____ (hereinafter referred to as “the Equipment”)
2. AND WHEREAS under the terms and conditions of the Contract an amount of Rs. _____ (Rupees only) representing% (percent) advance payment out of the Contract value of Rs. _____ (Rupees only) is to be paid by the Purchaser.
3. AND WHEREAS ITER-India has agreed in pursuance of the said terms and conditions of the Contract to make an advance payment of Rs. (Rupees only) to the Contractor on the Contractor furnishing a Bank Guarantee in the manner herein contained.
4. NOW WE, _____ (Name and Address of the Bank) in consideration of the Purchaser having agreed to pay to the Contractor an advance payment of Rs. (Rupees Only) do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs. _____ (Rupees Only) against any damage or loss that may be suffered by the Purchaser by reason of non-fulfillment of any of the terms and conditions of the Contract by the Contractor.
5. WE, _____ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without recourse to the Contractor and without any demur or protest or objection, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract or by reason of the Contractor(s)’s failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees Only).
6. WE, _____ (Bank) undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under

this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us.

7. AND WE, _____ (Bank) hereby further agree that the decision of the said Project Director, ITER-India as to whether the Contractor has committed breach of any such terms and conditions of the Contract or not and as to amount of damage or loss assessed by the said Project Director as damage or loss suffered by the Purchaser/ITER-India on account of such breach would be final and binding on us.
8. WE _____ (Bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.
9. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
10. OUR GUARANTEE shall remain in force until _____ (two months beyond the delivery of last consignment under respective phase of this Contract) and unless a claim under the guarantee is lodged on or before the above date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the _____ have executed this.

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 – VII Hindrance Register

A Hindrance Register is to be maintained in the enclosed Format to record all hindrances encountered during execution of items/work against the PO/Contract. The items or work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Purchaser's representative as well as the Supplier's/Contractor's representative will sign on the register against the recorded hindrance(s). In case of encountering multiple hindrances simultaneously over a period of time affecting the same item/work or different items/work, the net period of hindrance will be worked out considering the overlapping period.

Format of Hindrance Register:

Sr. No.	Nature of Hindrance	Item or Work which is affected/could not be executed on account of this hindrance	Date of start of hindrance	Date of removal of hindrance (references of communications to resolve)	Overlapping period (if any)	Net Delay in days	Sign/e clearance of Purchaser's representative	Sign/e clearance of Contractor's representative

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

Annexure-VIII: Compliance to Make in India

(to be printed in letter head)

Self-Certification under preference to Make in India order **Certificate**

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

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

Thanking You

Signature with date:

Name:

Designation:

Official Seal

Annexure-IX: Letter of Acceptance of Tender

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

From:

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

Date:**To:**

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

Subject: Acceptance of the Tender

Ref. : E-Tender No. I-I/ET-TPT/GTE/26011/26-27

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from CPP Portal/web site(s) namely: ____ as per your advertisement, given in the above mentioned website(s)
2. I / We hereby certify that I / we have read the entire tender documents i.e.
 - a. Annexure-A: Scope of Supply, Scope of Work, Technical Specifications and Other Terms & Conditions along with all annexes
 - b. Price Bid (BoQ)

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

3. The corrigendum(s) issued, if any, from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. In this regard, we would like to confirm the following (Please ✓ against check box).
☐ I/ We hereby **unconditionally accept** all the Technical Specifications, scope of work, scope of supply, drawings (if any) and other details as per Tender Specifications and the

Terms & Conditions as per entire tender documents i.e. Annexure-A along with all annexures & Price Bid.

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

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

Signature

Bidder's stamp

Name:

Position:

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