

ANNEXURE-1								
PRICE BIDS/ COMMERCIAL BID								
Tender ID No.EB202277 Date: 17.09.2022 Due-On: 03.10.2022								
Tender Inviting Authority: DY.M PURCHASE, ITI LIMITED MANKAPUR								
BIDDER'S NAME								
					TO BE FILLED IN BY THE BIDDER			
S.No.	ITEM CODE	ITEM DISCRPTION	UNIT	QTY.	BASIC UNIT PRICE (Rs only)	GST %	BASIC UNIT PRICE WITH GST (Rs only)	TOTAL VALUE WITH GST (Rs only)
1	MCONT23-00	Mould Die for ONT23 Cover{ One set of Mould Die for Top Cover(MCONT23-01) & One set of mould Die for Bottom cover(MCONT23-02)}	Set	1				
NOTE--Rule 144 (xi) of the General Financial Rules (GFRs), 2017 Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority								
Discount offered if any(in %)								
Goods and Services Tax @%								
Following information are to be filled in mandatorily:-								
1. Term of Price:-								
(Note- Bidder must mention terms of price FOR ITI Mkp.)								
2. Payment Term :-								
(Note- Bidder must mention payment terms preferably NTP-60.)								
4. Validity of offer :- (Mini. 180 days from the due date of tender)-								
5. HSN Code & % of GST -								
(Mandatory)								
6- GSTIN Reg. no of Bidder-								
7. Percentage of Local Content (must be more than 20%) -								
8. LEAD TIME								
9. PO to be placed in favor of (with Inland address):-								
10. Quoted Unit Basic Rate is Inclusive of GST or Exclusive of GST:-								

Annexure “3”

Tender ID no. EB202277 - Dt: 17.09.2022 Due date 03.10.2022

TENDER CHECK LIST (Part of Technical Bid)

S.No.	BID ENCLOSURES AS PER OUR TERMS & CONDITIONS	YES or NO
1	Whether you are falling under clause 144 of GFR.	
2	If ‘YES’, whether you have attached permission/certificate from Competent authority with Technical Bid.	
3	Whether point to point compliance of ITI technical specification as per Annexure. 2 is attached along with Technical Bid.	
4	Whether Technical Specification of quoted equipment along with Technical catalogue is attached with Technical Bid.	
5	Whether price bid is submitted by vendor as per the format attached at Annexure-1 (Price Bid /Commercial Bid).	
6	Whether Un Priced Copy of Commercial Bid is submitted with Technical Bid	
7	Whether mentioned % of Local Content.	
8	Whether duly signed in Bid Security Declaration (as mentioned in NIT and General terms and conditions) is attached with Technical Bid	
9	Whether bidder confirm to submit Security deposit (in case an order on the bidder) as mentioned in NIT and General terms and conditions	
10	Whether offer quoted is in INR and Terms of price is FOR ITI Ltd Mankapur.	
11	Warranty:2 years	
12	In case of an order , vendor confirms to supply new ,fresh and original Item	

- **Incomplete offers are liable to be rejected.**

**Signature of Authorized Person:
Name & Seal**

Bid-Security Declaration
(to be submitted by the bidders)

We, the undersigned, declare that:

We accept that in case we are in breach of our obligation(s) under the following term and conditions against Tender ID- EB202273 Dtd 17-09-2022 Due on 03-10-2022 we will automatically be excluded from being eligible for Bidding or submitting Bid in any contract with ITI LIMITED for the period of two years from the date of signing this Bid-Security Declaration: -

- (a) have withdrawn or modify our Bid after tender opening during the period of Bid validity specified in the tender.
- (b) having not accepted the correction of errors in accordance with the Instructions to Bidders or
- (c) having been notified of the acceptance of our Bid by ITI Limited during the period of Bid validity (i) fail or refuse to furnish the performance security in accordance with the NIT, or (ii) fail or refuse to execute the Contract in accordance with the ITI LIMITED.

We understand this Bid-Security Declaration shall expire, if we are not the successful Bidder, upon the earlier of C(i) our receipt of your notification to us of the name of the successful Bidder; or C(ii), thirty (30) days after the expiration of Bid Validity specified in the tender.

Sign and seal

Name of authorized Official

Legal Stamp

LIST OF MOULDING DIES FOR ONT-23

ANNEXURE-2

SL.NO.	ITEM CODE	PART CODE	COMPONENT	DESCRIPTION	COMPONENT MATERIAL	TOOL TYPE	QTY.	REMARKS
1	MCONT23-00	MCONT23-01	M0349044	DIESET FOR TOP COVER	STAREX ABS	MOULD DIE	01 SET	
2		MCONT23-02	M0349043	DIESET FOR BOTTOM COVER	STAREX ABS	MOULD DIE	01 SET	

NOTE :- DIE MATERIAL - CARBON STEEL

WARRANTY:- 2 YEARS

Shubham Singh
Engel msp (ip)

INJECTION MOULDING M/Cs GENERAL SPECIFICATION

BILLION MAKE

CLAMPING UNIT

	200 T
1 Clamping Force	200 T
2 Opening Stroke	550 mm
3 Mould Thickness	
Mini	280 mm
Max	550 mm
4 Column Diameter	100 mm
5 Space between columns	
horizontal	500 mm
vertical	500 mm
6 Size of platen	
horizontal	760 mm
vertical	760 mm
7 Ejection Force	
Mechanical	2.1 T
Hydraulic	5 T
8 Hydraulic Ejection Stroke	150 mm

INJECTION UNIT

1 Screw Diameter	45 mm
2 Calculated swept volume	334 cubic cm
Component wt max for ABS (D 1.04)	347 gm
Component wt max for Nylon 66 (D 1.15)	384 gm
Component wt max for Nylon 66 30% GF (D 1.35)	450 gm
Component wt max for PC (D 1.2)	400 gm
3 Pressure on the melt	2276 kg per square cm
4 Screw stroke	210 mm
5 Nozzle stroke	320 mm

OIL & GREASE USED

Hydraulic Oil - Servo System 46
Centralised Lubrication - Serva System 150
Gearred Motor - Servo Mesh 150
Mainte Bushing, Bearing - Servo Gem EP 2
Chiller - Servo Therm Medium

HYDRAULIC EQUIPMENT

1 Operating Pressure	160 bars
2 Accumulator Capacity	50 L
3 Tank Capacity	500 L
Space Occupied	
1 Length	6 m
2 width	1.3 m
3 height	2.3 m
Weight	8.5 T
TOTAL INSTALLED POWER	34.4 kw
1 Driving power for hydraulic pump	22 kw
2 Barrel heating power	12.4 kw

Enf. Bellu

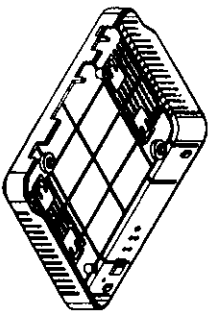
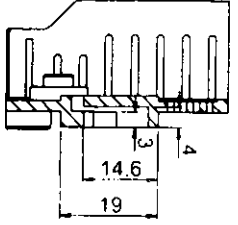
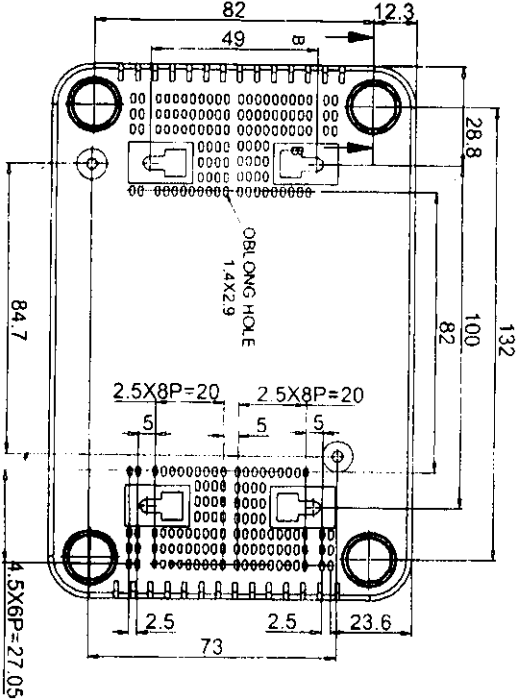
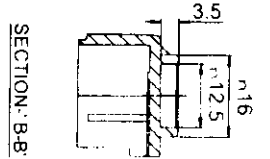
Cf9 2/2

13

ASK IF IN DOUBT

id,

2/2



DOCUMENT CONTAINS CONFIDENTIAL INFORMATION
 16
 102
 2262
 84

ITEM CODE: MAO-NTMDE002-201

GENERAL TOLERANCE - 0.1 mm

TITLE		BOTTOM COVER (ONT-23)	
2022	DATE	SKDN	
DNR	24/06/22	OK	
02	09/07/22	DRG	REVISED
01	24/06/22	DRG	NEW DESIGN
ISSUE	DATE	CHANGES	SKDN
MODIFICATIONS		SCALE	MIS
NO. OF DISTRIBUTION		DRG REF.	
COMPONENT BY DRAWING NO		SHI	OF SHIS
M0349043			



TENDER ID NO EB202277

Date: 17.09.2022

DUE Date: 03.10.2022 (11:00 Hrs IST)

Tender Opening Date: 03.10.2022 (11:30 Hrs. IST)

GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER -INLAND

1.SUBMISSION OF TENDERS:

- 1.a. This is only an enquiry to quote and not an order. This TENDER ENQUIRY is not transferable.
- b. Offer should be submitted only on line. No hard copy or other modes will be accepted.

2. OPENING OF TENDERS:

Tenders against our Enquiries (Tender ID) shall be opened on Tender Opening Date **after 11:30 hrs.**

IST. The Tender Opening Date is mentioned in covering letter of NIT. Venue of Tender opening will be "COMPUTER DIVISION "ITI Ltd., Mankapur. Interested bidders may participate in Tender opening.

3.LATE OFFERS :

Any bid sent through post shall not be considered. ITI euniwizarde does not allow any delay in submission of bid.

NOTE :

- a. Submit your quote on <https://itilimited.euniwizarde.com/>, <http://tenders.itiltld.in/> well in advance of due date to avoid any delay due to network problem.
- b. If you are not in a position to quote, for any reason please communicate the same without fail to enable us to keep you on our vendor list.
- c. Please indicate the 'Sl. No.' and Code/Description exactly as per our enquiry. Any substitute or alternate code quoted should be clearly stated. In case the item quoted is under obsolescence, the same may be indicated with best last date of P.O. and supply feasibility.

4.PRICES :

- a. ITI is planning to have long term tie up with limited vendors, who can keep up good quality, prompt delivery and lowest cost. Hence, you may quote in such a way that a long term relationship is possible.
- b. Prices must be per unit and should be on **F.O.R. ITI Mankapur basis** only and inclusive of insurance charges. In such an event, while tabulating the offers, insurance is not to be reckoned and should include weatherproof packing adequate to withstand transshipment damages.

c. LOADING FOR INVISIBLE CHARGES:-

All qualified offers shall be compared on F.O.R. ITI ltd, Mankapur basis. If your quote is other than F.O.R. ITI Mankapur(like EX-Works ,F.O.R. Place of dispatch etc) various expanses like packing & forwarding , freight , insurance, and interest charges against different payment / credit terms and mode of payment (like DD / Cheque / through Bank), Bank Charges, Non- Cenvatable portion of Taxes etc will be loaded for comparison of the offers to arrive at F.O.R. ITI Mankapur rate as per ITI norms.

- d. ITI, under normal circumstances, may not negotiate for the price. We may also short list up to three approved/qualified suppliers for ordering. Hence you are requested to quote your best price in the original quotation itself.

- e. Any counter terms and conditions are not binding on us unless we agree to the same in writing.
- f. In case of an order on you, the ordered rate should be firm till the completion of the order. In case where the market prices of your inputs are fluctuating too frequently, you shall clearly define price variation clause. Please note that any variation in price up to 5% due to variation in FE/statutory levies will be absorbed by the supplier. However, for variation beyond 5% due to variation in FE/statutory levies, the burden of price increase/ advantages of price decrease will be shared equally between ITI and the supplier.
- g. Vendors should deliver the material to designated stores, as per PO terms. Out station vendors can make use of their local representative / Courier Service/Surface transport on door delivery basis to deliver the material at designated stores. ITI LTD. will not take the responsibility of clearing the goods from the carriers go-down/office/railway station/airport etc.
- h. In case of supply of imported items by local dealer's proof of import should be provided. Prices quoted should indicate clearly the Cenvat relief (by way of C.V.D.), being passed on to ITI and supplier should furnish regular invoice indicating rate and amount of duty that is passed on which should be proportionate the material sold to ITI from the relevant imported consignment, covered under this appropriate Bill Of Entry.

5. STATUORY LEVIES:

- a. **All applicable statutory levies under GST Act, should be separately indicated with the current rate applicable, otherwise rate quoted will be deemed as inclusive of taxes/levies.** Vague terms like 'As applicable at the time of supply' should be avoided. Apart from Statutory levies, other charges like handling, P&F etc. will not be paid by us.
- b. **In case of your absorbing the GST portion, the same may be specified clearly in the quotation itself and not after the tender opening, which otherwise will be treated as post-tender correction and would disqualify your quote.**
- c. In case of GST modification, the same has to be intimated to ITI immediately.
- a. Please ensure to indicate GSTIN number and commodity code in your quotation.

8. CENVAT/ITC RELIEF-

- (a) We are eligible to avail the ITC of GST paid on items procured for manufacturing telecommunication equipments under "CENVAT/ITC Relief Scheme. Hence "invoice cum delivery challan" in original for payment and transporter copy duly marked and authenticated is to be produced along with the consignment. In case of your failing to adhere to this instruction, no GST will be reimbursed by us.
- (b) Invoices should be in the prescribed form and have all particulars as per the central GST Act and notifications as amended from time to time, particularly assessor code, range division, rate and amount of GST/duty debited and debit particulars.
- (c) Agent/Distributor on whom an order is placed should also produce invoice cum delivery challan as per the procedure laid down by central GST Act and notification issued from time to time. They should get registered under GST Act, is being passed on.
- (d) ECC number & GST registration number, range & collectorate/superintendent should be mentioned in your quotation.

6. TERMS OF PAYMENTS:

- a. Payment will be made for the accepted quantity within 60 days from the date of receipt of the material at our Stores.

- b. NO PAYMENT WILL BE MADE FOR THE REJECTED QUANTITY.
- c. The party may indicate whether they fall under the purview of MSMED Act 2006 and if so the certified copy of relevant registration certificate as a proof and following details must be submitted along with your quotations: -

MSME REGISTRATION Number	WHETHER OWNER OF MSME COMPANY IS WOMAN - YES / NO	WHETHER OWNER OF MSME COMPANY IS SC/ST- YES / NO	VALIDITY OF MSME CERTIFICATE UPTO

In case such certificate is not produced at the time of submission of quotation, Party will not be considered falling under this category.

7. INSPECTION:

- a. ITI reserves the right to restrict the ordering to 2 or 3 vendors who are capable of meeting the Quality, Delivery and Cost requirements. Preference will be given to the vendors with well-maintained and proven Quality Assurance Systems.
- b. We are planning to reduce inspection time with self-certification scheme for the vendors who keep up good quality leading to ship to stock systems.
- c. Inspection of the material at our works will be final. ITI reserves the right to inspect the material at any other standard testing center authorized by us.
- d. We or our representative including our customer may if required preliminarily inspect the product at vendor's premises. Such verification shall not absolve the vendor of the responsibility to provide the acceptable product nor shall preclude subsequent rejection during the final inspection at our works. It is the responsibility of every vendor to ensure that only the inspected materials confirming to our specifications / drawings/requirements are supplied.
- e. The supplies shall be from the latest batch of productions. Batch Number should be indicated on the components/packet/test certificate and accompanying delivery challan / test-certificate.
- f. Test Certificate / check list should accompany each supply. Consignments without test certificate are liable for rejection. Rejected material should be collected immediately (within 30 days) after our intimation by **giving two days prior notice for completing the necessary under GST Act**. You should make arrangement to collect the material either personally, OR through your authorized representatives. ITI does not take any responsibility to send the material back to you. After 90 days from the date of rejection intimation to you the material will be scrapped at your risk if not collected.

8. TECHNICAL CATALOGUE:

In the event of any change in the technical catalogue, updated version may be sent to us immediately. It is essential that you simultaneously take up the same with approving authority and their approval copy sent to us.

9.(a) COMPREHENSIVE WARRANTY :

Please note that we are an ISO 9001-2015 and ISO 14001-2015 accredited company. Hence the comprehensive warranty of your equipment/product should be for a minimum period of 24 months from date of installation and testing & commissioning. Within this comprehensive warranty period, if any of your equipment / subsystem is found defective during system testing /installation and commissioning / operation of supplied equipment in the field, the same is to be replaced free of cost immediately by you.

- (b). Installation and commissioning shall be done by vendor free of cost.
- (c). Operation, Installation & commissioning and maintenance manual are to be supplied with equipment free of cost.
- (d). Training for operation and maintenance of the equipment to our technical team is to be provided free of cost at our works.

10. GENERAL:

- a. We reserve the right to reject any or all offers and to order in full or part quantities thereof without assigning any reason whatsoever.
- b. *Tabulations to arrive at F.O.R ITI Mankapur shall be done separately for individual item (not for a complete family) unless otherwise indicated specifically in NIT . And accordingly ordering shall be done on individual item basis.*
- c. *Canvassing by tenderers in any form including unsolicited letters against tenders submitted or post tender corrections shall render their tender liable for summarily rejection.*
- e. Successful tenderer only will be intimated by post through /letter of intent/firm order.
- f. ITI ,Mankapur is a ISO 14001:2015 certified company . Vendor must ensure to use eco-friendly materials in their processes and packaging. For handling, storage and transportation of materials, standard symbols must be used as per norms to satisfy ISO 14001:2015 . *ISO 14001:2015 certified vendors should submit copy of certificate with quotation.*

11. DELIVERY SCHEDULE:

- a. Please indicate minimum Lead time required, manufacturing capacity and the quantity that can be reserved for us.

b. Liquidated Damages Clause

Time is the essence of contract and the materials, against an order arising out of this enquiry must be delivered by the supplier according to the delivery schedule indicated in the P.O. In case of any change, the supplier should inform us in advance and obtain our approval to the revised delivery schedule. Should the supplier fail to deliver the material or part thereof as per the delivery schedule, or any extension thereof, we shall be entitled at our option either to recover from the supplier, as penalty, a sum equivalent to ½% (half percent) per week for first four weeks and 0.7% per week thereafter for such delay or part thereof or terminate the contract in respect of the balance supply so delayed and purchase materials elsewhere at the risk and cost of the defaulting supplier.

12.Bid Security Declaration: - Bidders have to sign **Bid Security Declaration** accepting that if they withdraw or modify their bids after tender opening during period of validity of offer / or after award of Bid contract, they will be suspended for the time specified in the tender documents.

13..SECURITY DEPOSIT:

In case of an order on you, you will have to agree for an interest free security deposit sum of 3% of order value subject to a maximum of Rs.10 lacs by demand draft/ Bank Guarantee only. This amount will remain on hold till the validity of order and successful completion of comprehensive warranty obligation thereafter.

This amount shall be forfeited in case you fail to execute the order to our satisfaction in all respects including comprehensive warranty obligation. This clause may be waived off in case of approved or established suppliers. However, the sole discretion lies with ITI.

14. LOCAL REPRESENTATION:

Please indicate your local representative's address, telephone no, Fax no. , e-mail address and the person to be contacted, in the offer.

15. TECHNICAL CATALOGUE:

In the event of any change in the technical catalogue, updated version may be sent to us immediately. It is essential that you simultaneously take up the same with approving authority and their approval copy sent to us.

16. TEST CERTIFICATE/INSPECTION REPORT :

- a. Each consignment should be accompanied by Test /Inspection Report from the factory. A general certificate from factory stating that the item has been tested / inspected and found okay will do.
- b .If you are a Distributor and in the event of an order on you, the following certificate should be issued along with the supplies.

CERTIFICATE	DATE
<p>This is to certify that the Electronic Components identified by BATCH CODE / LOT CODE indicated hereunder and shipped along with this certificate, is in accordance with the requirement as per Customer's order. We certify that other certified records necessary to substantiate this certification is available with us and may be demanded by customer's inspection up to 05 years from the date of shipment.</p>	

1. CUSTOMER ORDER REF.

2. DATE

3. DEVICE TYPE:

4. QUANTITY

5. MARKING ON DEVICE

6. DATE/LOT CODE

We agree to follow the format of conformance certificate as shown above.

For.....

(Authorized Signatory with Company Seal.)

To,

CHIEF MANAGER –(IMM)
M/S ITI LIMITED,MANKAPUR-271308

17. BATCH NUMBER:

In case of an order , Machine / components supplied shall be fresh and new from recent production batch as indicated by the batch number on the machine / component.

18. LOCAL CONTENT-

‘**Local content**’ means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

‘**Class-I Local Supplier**’ means a supplier or service provider , whose Goods, services or works offered for procurement, has local content equal to or more than 50%

‘**Class-II Local Supplier**’ means a supplier or service provider , whose Goods, services or works offered for procurement, has local content more than 20% but less than 50%

‘**Non-Local Supplier**’ means a supplier or service provider , whose Goods, services or works offered for procurement, has local content less than or equal to 20%

19. MARGIN OF PURCHASE PREFERENCE- The maximum extent is 20% to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of Purchase Preference.

20. A. PURCHASE PREFERENCE- Class-I Local Supplier shall get Purchase Preference over Class-II Local Supplier as well as Non Local Supplier as per following procedure.

- (i) Among all qualified bids , the lowest suitable bid will be termed as L1 . If L1 is Class-I Local Supplier, the contract for full qty shall be awarded to L1.
- (ii) If L1 bid is not Class-I Local supplier , 50% of the Tender Qty shall be awarded to L1 . Thereafter, the lowest bidder among the Class-I Local supplier will be invited to match the L1 price for remaining 50% qty. subject to the Class-I local supplier’s quoted price falls within margin of Purchase Preference and contract for that qty shall be awarded to such Class-I Local supplier. In Case such Class-I local supplier fails to match L1 price or accepts less than the offered qty. , the next higher Class-I Local supplier within the margin of Purchase preference shall be invited to match the L1 price for remaining qty. and so on , and the contract shall be awarded accordingly .In case some qty. is still left uncovered on Class-I Local supplier, then such balance qty may also be ordered on L1 bidder.

B. PURCHASE PREFERENCE- In case of tendered item is not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the “Class-I local supplier” get purchased preference over “Class-II local supplier” as well as “Non local supplier” as per following procedure: -

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier the contract will be awarded to the L-1.
- (ii) If L-1 is not Class-I local supplier the lowest bidder among the Class-I local supplier will be invited to match the L-I price subject to Class-I local suppliers quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching L-I price.

- (iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference match the L-1 price, the contract may be awarded to the L-1 bidder.

21 VERIFICATION OF LOCAL CONTENT:

- a. The 'Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of **local content** and provide self-certification that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs. 10 crores, the Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the 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.
- c. 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 successor 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.
- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 19 (e) i to iii below.
- e. The department of expenditure shall issue suitable instructions for the active and smooth operation of this process so that.
- i. The fact of duration of debarment of violation by any procuring entity or from promptly brought to the notice of the Member-Convener of the standing committee and the department of the expenditure through the concerned ministry/ department or in some other manner.
- ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with period of debarment is maintained and displayed on website(s).
- iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading of the website(s) in such a manner that ongoing procurements are not disrupted.

22. Settlement of Disputes & Arbitration-

- a. All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
- b. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
- c. In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
- d. In case amicable settlement is not reached between the Parties, in respect of any dispute or difference party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the ITI LIMITED Unit/Region/Division issuing the Contract.
The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Gonda, Uttar Pradesh.
- e. The Seller shall continue to perform the contract, pending settlement of dispute(s).
- f. All suits shall be instituted in a court of competent jurisdiction at **MANKAPUR/GONDA** and in case of arbitration; the Indian Arbitration Act is applicable.

23. CONSIDERATION OF INDIAN AGENT: -

- a. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
 - b. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- 24.** Bidders must indicate whether they fall under the purview of MSMED Act 2006 and if so the certified copy of relevant registration certificate as a proof and following details must be submitted along with the quotations: -

MSME REGISTRATION Number	WHETHER OWNER OF MSME COMPANY IS WOMAN - YES / NO	WHETHER OWNER OF MSME COMPANY IS SC/ST- YES / NO	VALIDITY OF MSME CERTIFICATE UPTO

In case such certificate is not produced at the time of submission of quotation, Party will not be considered falling under this category.

25. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the **Competent Authority**.

Definitions of Bidders

"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

1. "Bidder from a country which shares a land border with India" for the purpose of this Order 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 or joint venture where any member of the consortium or joint venture falls under any of the above

2. "Beneficial owner" for the purpose of paragraph 1 above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

3. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

27. Certificate regarding compliance

Bidders have to submit **Certificate** in the tender documents regarding their compliance with **GFR 144 (xi)** as mentioned at point no 26 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Model Certificate for Tenders to be submitted by the Bidders:-

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**CHIEF MANAGER –IMM)
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