

Not Transferable
Security Classification: Non-Security



बैंक नोट पेपर मिल इण्डिया प्रा. लिमिटेड
BANK NOTE PAPER MILL INDIA PVT LIMITED
JV of SPMCIL - A Govt. of India Enterprises & BRBNMPL - A Subsidiary of RBI

TENDER ENQUIRY FOR SERVICING OF FLOAT CUM BOOST BATTERY CHARGER AT BNPM, MYSORE

This tender document contains 16 Pages

Tender Enquiry No.	BNPM/OTE/449/2024-25
Tender issuing date	27.12.2024
Pre-bid meeting date & time	Not Applicable
Due date & time for bid submission	10.01.2025 @ 11.00 Hours
Due date & time for tender opening	10.01.2025 @ 11.30 Hours
Mode of bid submission	Online
Type of tender	OPEN TENDER ENQUIRY (OTE)
Tender Processing Fee	Rs.100/- + Taxes
Details of contact person	Deputy General Manager (SCM) 0821-240111/144/173/180

Registered & Corporate Office:
Administrative Building
Gate 1, Paper Mill Compound
Note Mudran Nagar, Mysuru - 570 003
Telephone No. 0821 - 2401 111

e-mail: scm.tender@bnpmindia.com

website: www.bnpmindia.com



SECTION I - NIT

1. Tenders are invited from eligible and qualified tenderers for supply of following goods:

S No	Item Description	UOM	Quantity
1.	Servicing of Float cum Boost Battery Charger (Antronix make) Float cum Boost Battery Charger 110VDC/80A Make: Antronix Engineers Scope of work under AMC: a) No Load & On Load test. Output Voltage Settings. b) Various Interlocking Tests c) Annunciation / Indication Lamps Test. d) Replacement of Defective Parts e) Checking of Cooling Fans for Healthiness & Replacement if required f) Auto change over, AUTO/ MANUAL Operation	No's	03

2. **Procedure for bid submission:**

ONLINE:

- a) Interested bidders may obtain further information about this requirement from the above office selling the documents. They may also visit our website www.tenderwizard.com/BNP mentioned above for further details.
 - b) Aspiring Bidders/Contractors who have not registered in e-tendering should register through the website E - Tendering (www.tenderwizard.com/BNP) for participating in the Online Tenders. The registration charges will be Rs. 500/- plus applicable taxes (per year) which needs to be paid through electronic mode only.
 - c) For details, registration and e-payment, please visit e-tendering website www.tenderwizard.com/BNP or contact KEONICS help desk @ 080-40482000, 8951906455.
 - d) Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Tenders. Participating bidders/Contractors have to make sure that they have the valid DSC. If not, they can procure from any of the firm as approved by CCA.
3. The tenderer shall satisfy BNPMIPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BNPMIPL. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be.
4. BNPM reserves the right to cancel the tender at any stage without assigning the reasons thereof.
5. Against receipt of the following notification through email from tender wizard, bidder must resubmit the bid even if the bidder have already submitted the bid through tender wizard.

SECTION I - NIT

Notification: If you have already submitted the tender, then ensure that you resubmit the tender. Else, your bid may be liable to be auto disqualified by the system. And service provider holds no responsibility for the same. In case, you are yet to submit the tender, then please ensure that you submit it before the tender closing time.

6. Submission / resubmission of the bid is the responsibility of the bidders only. Bidder should check and confirm at their end regarding the submission/ resubmission of their bid till the due date & time of bid submission. BNPM / Keonics/ Tender wizard will not be responsible for non-submission/ non resubmission of any bid.



SECTION II – TECHNICAL SPECIFICATION & SCOPE OF WORK, ELIGIBILITY CRITERIA, TERMS & CONDITIONS

A. TECHNICAL SPECIFICATION & SCOPE OF WORK:

S No	Item Description	UOM	Quantity
1.	Servicing of Float cum Boost Battery Charger (Antronix make) Float cum Boost Battery Charger 110VDC/80A Make: Antronix Engineers	No's	03

Scope of work:

- No Load & on load test, Output Voltage settings
- Various Interlocking tests
- Annunciation/ Indication lamps test.
- Replacement of Defective Parts
- Checking of cooling fans for healthiness & replacement if required.
- Auto change over, Auto/ Manual operation.

1.0 General Instructions to the bidder:

- 1) The bidder shall take full responsibility for supervision and proper execution of works covered under the scope of contract. The work should be executed in through professional way & in true workmanship. The work will be carried out without hampering / disturbing day to day functioning of the BNPM. Any damage caused to BNPM machinery or any other assets inside BNPM premises by and any deliberate efforts to effect/hamper the production of the plant by the bidder or his/her team shall be made good or replaced at cost of the bidder only.
- 2) The bidder shall be held responsible for any violation of statutory regulations local, state or central and BNPM instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another bidder"s or agency"s. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BNPM instructions, shall be borne by the bidder.
- 3) The expenses towards travelling, accommodation (food & lodging) of personnel, local transport & travel etc. will be in the scope of bidder.
- 4) The bidder shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/her their work.

A. ELIGIBILITY CRITERIA:

Experience & past performance:

- a) Bidder should have carried at least 1 No of battery charger servicing work in any 1 (one) year of last 5 years ending on 30.11.2024.
 - (i) Order / Contract awarded to the bidder.



SECTION II – TECHNICAL SPECIFICATION & SCOPE OF WORK, ELIGIBILITY CRITERIA, TERMS & CONDITIONS

- (ii) Documentary evidence against successful completion of the corresponding order/contract.
- b) Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable
- c) Copy of GST certificate and PAN

B. Documents to be submitted in e tender portal:

- a) Signed copy of this document (All the pages) as acceptance to tender terms and conditions.
- b) Filled up price details as per the format provided in this document.
- c) All the documents mentioned under **eligibility criteria** (Point C) which are as follows:
 - i. Order / Contract awarded to the bidder.
 - ii. Documentary evidence against successful completion of the corresponding order/contract.
 - iii. Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable
 - iv. Copy of GST certificate and PAN

C. TERMS & CONDITIONS:

1. **Price:** Price should be inclusive of P&F, Freight, Transit Insurance, TA, DA, Fooding & Lodging and GST and any other charges as required to complete the entire work. Price shall remain fixed & firm and no price variation shall be accepted till completion of contract.
2. **Terms of Payment:** 100% payment shall be made within 30 days completion of entire work at BNPM Plant, Mysuru and on production of all required documents by the successful bidder. NEFT/RTGS details shall be furnished along with the Original Invoice.
3. **Tentative Schedule of work:** After issuance of order BNPM will provide intimation for carrying out the work. (Tentative schedule of work shall be carried out between 24.03.2025 to 31.03.2025).
4. **Address for providing service:** Location of Performance/service to be provided: Work is to be performance at Bank Note Paper Mill India Pvt. Ltd., Note Mudran Nagar, Mysore - 570003.
5. **Delay in successful bidder's performance:** Time for and the date specified in the contract or as extended for the performance of the services shall be deemed to be the essence of the contract and the successful bidder shall deliver the goods and perform the services under the contract within the time schedule specified by BNPM in the contract.
Any delay attributable to the successful bidder in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful bidder liable to any or all the following sanctions besides any administrative action such as (a) Imposition of liquidity damages; (b) Termination of contract for default.

SECTION II – TECHNICAL SPECIFICATION & SCOPE OF WORK, ELIGIBILITY CRITERIA, TERMS & CONDITIONS

- 6. Extension of Time:** If the contract is delayed in the progress of work by changes ordered in the work, or any clause which BNPM shall decide to justify the delay, then the time of completion shall be extended by a reasonable time.
If at any time during the currency of contract, the successful bidder encounters conditions hindering timely performance of services, the successful bidder shall promptly inform BNPM in writing about the same and its likely duration and make a request to BNPM for extension of the delivery schedule accordingly. On receiving the successful bidder's communication, BNPM shall examine the situation as soon as possible and, at its discretion, may agree to extend the completion period, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.
- 7. Risk Purchase Clause:** If the successful bidder fails to abide by the terms and conditions of the contract/agreement, or fails to performance service as per the completion schedule or any time repudiates the contract,
Render service from other agencies at the risk and cost of the successful bidder. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the successful bidder along with the other incidental charges. In case of procurement through alternative sources, if procurement price is lower than the existing contract value wherein default has been made, in such case no benefit on this account will be passed on to the successful bidder.
- 8. Termination for Convenience Clause:** BNPM reserves the right to terminate the contract, in whole or in part for its (BNPM's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of BNPM. The notice shall also indicate inter-alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 9. Settlement of Disputes through Arbitration:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after their completion except accepted matters shall be settled through arbitration process as per the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Mysore, Karnataka.
- 10. Legal Jurisdiction:** The Courts of Mysore (Karnataka State) shall alone have jurisdiction to decide on any legal matter of dispute whatsoever arising out or in respect of the contract.
- 11. Force Majeure:** In the event of any unforeseen event directly interfering with the performance of service arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BNPM in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force

SECTION II – TECHNICAL SPECIFICATION & SCOPE OF WORK, ELIGIBILITY CRITERIA, TERMS & CONDITIONS

majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

12. Liquidated Damage: If the successful bidder fails to perform the services within the time frame(s) incorporated in the contract, BNPM shall, without prejudice to other rights and remedies available to BNPM under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% (Half) percent of the contract price of the delayed work for each week of delay or part thereof until actual contract period, subject to a maximum deduction of 10% of the delayed contract price(s).

13. Rights of Rejection: BNPMIPL reserves the right to reject any or all the applied bids without assigning any reason whatsoever. The enquiry can be rejected on national security grounds.

14. Evaluation Criteria: Techno commercial bid will be opened at first. The bidders qualifying techno commercially shall be considered for price bid opening. Price evaluation shall be carried out on the basis of **overall effective price** (i.e without GST) quoted by the bidder and the contract shall be awarded to the overall lowest (L1) bidder.

15. Price discrepancy:

- i. If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless BNPM feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- ii. If there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- iii. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- iv. If, as per the judgment of BNPM, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered/speed post. If the tenderer does not agree to the observation of BNPM, the tender is liable to be ignored.
- v. If there is any tie between the quoted L1 rates of the bidders then preference will be provided to the company which was constituted earlier.
- vi. Note: In techno commercial bid, Bidders have to mandatorily submit Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable substantiating documentary evidence pertaining to date of constitution of the company.

16. Taxes:

All Taxes shall be as applicable in GST regime. Payment of CGST, SGST, IGST & UTGST: The successful bidders are required to adhere the following procedure in order to honour the payment against CGST, SGST, IGST & UTGST in the invoice.

SECTION II – TECHNICAL SPECIFICATION & SCOPE OF WORK, ELIGIBILITY CRITERIA, TERMS & CONDITIONS

- i) An invoice issued by the vendor for goods or services or both as applicable should be in accordance with the provisions of Sec 31 of the CGST Act & should contain all the prescribed information's in accordance with Chapter VI of CGST rules 2017.
- ii) A debit note issued if any, by the vendor should be in accordance with the provisions of Sec 34 of the CGST Act.
- iii) The vendor should mandatorily upload the aforementioned documents in respective GSTR, details of outward supplies of goods or services as applicable within the prescribed time under GST Act.
- iv) The vendor should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of government after adjusting the ITC if any.

Notwithstanding the above, the successful bidder should provide indemnification as follows:

In the event of non-compliances with respect to GST Act & Rules by the successful bidder, the purchaser is allowed to adjust the GST amount from retention amount (either in BG or in cash) held by the company. If no amount is available for recovery, the successful bidder will refund the GST liability within 10 days from the date of GST reversal in GSTRN.

The above requirements are mandatory to claim any GST liability, falling which, the GST liability will not be paid /reimbursed/accepted.

A. The bidder should consider the following points while quoting GST Rate in their bids:

1. In case of unregistered bidders, the rate and amount of GST shall be shown as "Nil".
2. In case of a compounding dealer, GST shall be quoted as "Nil" as compounded dealers cannot collect GST from the consumers. The price quoted therefore shall be construed as all inclusive.
3. In case of work contracts or pure labour contracts, the bidder shall quote single GST rate for the work.
4. In case of composite supplies, i.e., a supply consisting of one principal supply and other ancillary supplies, the supply will attract the GST Rate of the principal supply. For example, if Item A in the supply order is the major or principal supply and other items are ancillary supplies, the bidder shall quote the GST Rate applicable to the principal goods (i.e., Item A) being supplied.
5. In case of mixed supply, i.e., a combination of two or more individual goods made together for a single price (each of these items can be supplied separately and is not dependent on any other), the total supply will attract the GST rate of the item which has the highest rate of tax. For example, if Item A in the mixed supply attracts highest rate of tax, the bidder shall quote the GST rate applicable to item A for total mixed supply.
6. In case of supplies which are neither composite nor mixed supplies, the bidder shall quote the GST Rate applicable to each item of supply separately.
7. If there is any difference of opinion regarding classification in HSN code, the bidder should seek clarification/raise query within the given time from the date of tender and it would be clarified before submitting the bid. Once clarified then that will be final & binding and no deviation shall be granted.

SECTION II – TECHNICAL SPECIFICATION & SCOPE OF WORK, ELIGIBILITY CRITERIA, TERMS & CONDITIONS

B. Other instructions for the bidders to claim any GST liability, failing which, the GST liability will not be paid/reimbursed/accepted:

1. Registered/compounding Contractor/ successful bidder should produce GST Invoice containing all the particulars stated in Rule 46 of the CGST Rules, 2017 in accordance with the provisions of Section 31 of the CGST ACT.
2. The successful bidder should mandatorily update the invoice details in GSTR-1, details of outward supplies of goods or services within the prescribed time under GST Act
3. The Payment shall be made net of TDS as per the provisions of CGST/SGST/IGST Act.
4. Wherever there is difference in the amount admitted, the successful bidder may be directed to issue a Credit Note (in case of reduction in the Invoice value)/Debit Note (in case of increase in the Invoice value), and payment shall be released only after the receipt of such Debit or Credit Note
5. The successful bidder should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of Government after adjusting with ITC, if any.
6. The successful bidder should provide indemnification as follows: “In the event of non-compliances with respect to GST ACT and Rules by the successful bidder, the successful bidder should refund the GST liability within 10 days from the date of GST reversal in GSTRN failing which the purchaser shall recover the GST amount from the retention amount (whether in BG or in Cash) held by the company”.

17. Tax deduction at source: All statutory deduction as applicable shall be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Successful bidder from appropriate authority. The successful bidder shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.

18. Tax Collection at source: Finance Act, 2020 also inserted sub-section (1H) in section 206C of the Act which mandates that with effect from 1st day of October, 2020 a seller receiving an amount as consideration for sale of any goods of the value or aggregate of such value exceeding Fifty Lakh Rupees in any previous year to collect tax from the buyer a sum equal to 0.1 per cent (subject to the provisions of proposed sub-section (10A) of the section 206C of the Act) of the sale consideration exceeding Fifty Lakh Rupees as income-tax. The collection is required to be made at the time of receipt of amount of sales consideration.

19. Insurance: The deployed personnel (at BNPM, Mysore) by the successful bidder should be suitably covered under valid medical and life insurance before deployment at BNPM, Mysore

20. Compensation for damages:

In case any damage is caused to BNPMIPL due to negligence, carelessness or inefficiency of staff of the agency, the agency shall be responsible to make good the loss. BNPMIPL shall have the right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by BNPMIPL. Decision of BNPMIPL in this respect shall be final and binding on the agency. The successful bidder shall keep the Purchaser indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death, mishap, injury of a person employed by the successful bidder or damages or alleged damages to the property.

21. Employment liability towards workers employed by the successful bidder:

The successful bidder shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the successful bidder shall be on

SECTION II – TECHNICAL SPECIFICATION & SCOPE OF WORK, ELIGIBILITY CRITERIA, TERMS & CONDITIONS

successful bidder's payroll and paid by successful bidder. All disputes or differences between the successful bidder and his/her/their employees shall be settled by successful bidder.

22. Safety & Security Measures:

The successful bidder should scrupulously conform to the safety and security norms as stipulated by BNPM while working in the security area. The successful bidder shall take all the precaution while executing this work. Protective gears such as Helmets, shoes, belts, gloves etc. (as required) shall be provided by the successful bidder at his own cost to all his workers at site.

23. Assignments and subletting/subcontracting/JV/Consortium: Not allowed.

24. Divisibility, split ability: The tender is non divisible and non-splitable.

25. Signing of bid documents: The bid documents should be signed by competent authority. Power of attorney (POA) (in applicable stamp paper) /Board resolution is to be submitted authorising the person signing the documents. If proprietor is signing the documents, then self-declaration is to be submitted.

SECTION III - PRICE SCHEDULE

Tender No.: BNPM/OTE/449/2024-25 dated: 27.12.2024

Sch. No	Material Description	UOM	Qty	Unit Price (INR)	P&F, Insurance & Freight Charges, TA, DA, Fooding, Lodging, conveyance & Other Charges (INR)	GST@ _____ Amount (INR)	Unit price including P&F, Insurance, Freight, TA, DA, Fooding, Lodging, conveyance & Other Charges & GST (INR)	Total price inclusive of P&F, Insurance, Freight, TA, DA, Fooding, Lodging, conveyance & Other Charges & GST (F.O.R, BNPM, Mysuru) (INR)	Input GST Credit (INR) {GST amount * Total quantity}	Effective price inclusive of P&F, Insurance, Freight, TA, DA, Fooding, Lodging, conveyance & Other Charges, Mysuru) (INR)
A	B	C	D	E	F	G	H=E+F+G	I=H*D	J=G*D	K=I-J
1.	Servicing of Float cum Boost Battery Charger (Antronix make) Float cum Boost Battery Charger 110VDC/80A Make: Antronix Engineers Scope of work under AMC: a) No Load & On Load test. Output Voltage Settings. b) Various Interlocking Tests c) Annunciation / Indication Lamps Test.	No's	03							



SECTION III - PRICE SCHEDULE

d) Replacement of Defective Parts e) Checking of Cooling Fans for Healthiness & Replacement if required f) Auto change over, AUTO/MANUAL Operation									
Total Effective price (net of input tax credit) for Servicing of float cum boost battery charger at BNPM Plant, Mysuru without GST, Freight, P&F, Insurance, TA, DA, Fooding, Lodging, conveyance & any other charges (F.O.R - Mysore)									
Total Effective price (net of input tax credit) for Servicing of float cum boost battery charger at BNPM Plant, Mysuru without GST, Freight, P&F, Insurance, TA, DA, Fooding, Lodging, conveyance & any other charges (F.O.R - Mysore) (IN WORDS)									
Total price for Servicing of float cum boost battery charger at BNPM Plant, Mysuru with GST, Freight, P&F, Insurance, TA, DA, Fooding, Lodging, conveyance & any other charges (F.O.R - Mysore)									
Total price for Servicing of float cum boost battery charger at BNPM Plant, Mysuru with GST, Freight, P&F, Insurance, TA, DA, Fooding, Lodging, conveyance & any other charges (F.O.R - Mysore) (IN WORDS)									

Note:

1. Evaluation Criteria: Price Evaluation shall be carried out on the basis of **overall effective price (i.e., without GST)** quoted by the bidder and contract shall be awarded to overall lowest (L1) bidder.
2. Bid is to be submitted online only.
3. Bidder hereby declares that all the charges to complete the entire work are quoted in the price bid.



SECTION IV – DECLARATION

We hereby confirm that

1. We accept all the terms & conditions mentioned in the enquiry.
2. Price quoted is inclusive of Insurance, Freight, P&F, Insurance, TA, DA, Fooding, Lodging, Conveyance & Other Charges and GST for performing the entire work.
3. SAC:.....;
4. GST registration status: Unregistered / compounding / registered.
5. Completion period: As per completion period mentioned in the tender.
6. Bid validity: 90 days from date of closing of tender including extensions/ corrigendum's (if any).

7. Bank Details:

Bank Acc. No.;

Bank Acc. Name:

Branch name:; Branch Code:

IFSC:

8. MSME / NSIC status: To submit UDYAM certificate (If yes, then supporting document shall be submitted along with the offer to avail the benefits under the Procurement Policy for MSEs, Order 2012 along with its amendments.)UDYAM No:
(Please fill above: MSI – For Micro Enterprises; SSI – For Small Enterprises; MED.SI – For Medium Enterprises; NSIC – For National Small Industries Corporation regd. firm)

Signature of bidder:

Name of the Firm:

Seal of the firm:

GST No.:

Contact Details:-

Contact Person:

Contact Number:

Email ID:.....



SECTION IV - DECLARATION

ANNEXURE-A

E-Tender No.: BNPM/OTE/449/2024-25 dated: 27.12.2024

(To be submitted on Company letterhead)

BID SECURITY DECLARATION

We, the undersigned, declare that we will automatically be suspended from being eligible for bidding in any tender with Bank Paper Mill India Private Limited, Mysore for the period of 12 months, if we are withdrawing our Bid during the period of bid validity (or) fail / refuse to furnish the performance security / execute the contract, if awarded.

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



SECTION IV - DECLARATION

ANNEXURE -B

E-Tender No.: BNPM/OTE/449/2024-25 dated: 27.12.2024

(To be submitted on Company letterhead)

Land Border Clause

- I) *Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade).
- II) Bidder 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 judicial 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.
- III) "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 controlled through entities 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 India (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.
- IV) The beneficial owner for the purpose of (iii) above will be as under: -
- 1) 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 judicial person, has a controlling ownership interest or who exercise control through other means.
- Further 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 majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;



SECTION IV - DECLARATION

3) 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 judicial 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;

4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5) In case of a trust, the identification of beneficial owners(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.

V) An agent is a person employed to do any act for any another, or to represent another in dealings with third persons.

VI) The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the competent authority, as it is not regarded as sub-contracting.

VIII) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent authority.

IX) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

Declaration by bidder

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

I, the undersigned, declare that the item originate in (Name of the country).

Signature: _____

Name: _____

Designation: _____

Date: _____

