

# Single Tender Enquiry

(Only Original Manufacturer (OM) or OM authorized supplier is eligible to quote in this tender)

**Tender Document for Purchase of DISDROMETER RD-80 System as per specifications of JOSS-WALDVOGEL Disdrometer Extension cable 100 meters**

**Tender Inviting Authority**

**Director,**

**Aryabhata Research Institute of Observational Sciences**

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## **SECTION I - INVITATION FOR BIDS**

1. Tenders are invited, in Two Bid System (i.e. technical & Financial Bid) through offline bidding process. This tender documents can be downloaded from the website <https://www.aries.res.in> from the eligible bidders {Original manufacture (OM) or Original manufacture (OM) authorized supplier only}.
2. **Brief Scope of Work:** Supply and Installation of DISDROMETER RD-80 System as per specifications of JOSS-WALDVOGEL Disdrometer with Extension cable 100 meters.  
**Specifications of DISDROMETER RD-80:**

Range of drop diameter	0.3 mm to 5 mm
Sampling area	50 cm <sup>2</sup>
Accuracy	+/- 5% of measured drop diameter
Resolution	127 size classes distributed more or less exponentially over the range of drop diameters.
Output format	according to RS-232-C standard, 7 data bits, even parity, 1 stop bit
Baud rate	9600 Baud
Handshake	DCD and DTR signals
Display	8 LED's for 8 groups of 16 channels each
Power requirements	Plug-in power supply included in delivery: 115/230 Volts AC, 5.5 VA, 50/60 Hz ( 9 to 18 Volts DC; 3.3 Watts, also possible)
Operating temperature range	0 to 40 degree Celsius for processor 0 to 50 degree Celsius for sensor
Dimensions of the sensor	10 cm * 10 cm * 17 cm high
Dimensions of processor	12 cm * 26 cm * 27 cm deep
Weight	Sensor: 2.9 Kg ; Processor:2.2 Kg

Basic Parameters	Number of drops measured in every drop size class during time interval $t$ . Rainfall intensity (rainfall rate), [mm/h] RA Rain amount, [mm] Total rain amount since the start of the measurement, [mm] $W_g$ Liquid water content, [g/m <sup>3</sup> ] Radar reflectivity factor, [dB] Energy flux, [J/(m <sup>2</sup> . h)]  Note: The list is not limited to above parameters only. The supplier may add other parameters for better utilization of the product.
Software/Data acquisition	Processor and software for Data acquisition and view.

3. All Technical and financial bids are to be submitted on-line through mail to mail ID- registrar@aries.res.in with copy to director@aries.res.in, storesection@aries.res.in or sending the letter to Aryabhatta Research Institute of Observational Sciences, Manora Peak, Naintal, Uttarakhand 263001.
4. Before starting the bidding process, bidders are advised to carefully read this tender document.

**Schedule of Tender:**

S. No.	Particulars	Date
a)	Tender Publishing date	20.06.2025
b)	Document download start date	20.06.2025
c)	Bid submission closing date	10.07.2025

***(N.B.: Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at the same time.***

5. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before due date of tender opening to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.
6. In the event of the scheduled/extended due date of opening of bids being declared as a closed holiday for purchaser's office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.

7. The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bundh etc. The Purchaser shall not be responsible.
8. The offer should be submitted strictly as per the terms and conditions and procedures laid down in the tender document failing which the offer is liable for rejection. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.
9. The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.
10. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

## **SECTION II - INSTRUCTIONS TO BIDDERS (ITB)**

### **A. Introduction**

#### **1. Requirements for participation in e-tenders:**

In order to submit the offer the bid for both technical and financial. The bidders should meet the following requirements:

- a. PC with internet connectivity. It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access website <https://www.aries.res.in>.
- b. All Technical and financial bids are to be submitted on mail ID- registrar@aries.res.in with a copy to director@aries.res.in, storesection@aries.res.in. All the documents which are sought in this tender document are duly self-attested by bidder.

#### **2. Communication**

All communication sent by Aryabhata Research Institute of Observational Sciences shall be deemed as valid communication. The bidder must provide complete address, fax number, e-mail id and mobile number.

#### **3. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and online submission of bid, and Director, Aryabhata Research Institute of Observational Sciences, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. Conditions for Contract**

1. Supply and Installation of DISDROMETER RD-80 System as per specifications of JOSS-WALDVOGEL Disdrometer Extension cable 100 meters with a computer attach to item for data acquisition and storing.

## **C. Eligibility of Bidders**

### **1. Eligible Bidder**

Only OM (M/s. Distromet AG, ILSERENWEZ 2 8126 ZUMIKON, SWTIZWERLAND.) or OM authorized supplier shall be eligible to quote in this tender. Bidders may also note that: - Mandatory registration of bidder with statutory authorities like Income Tax, GST (if applicable), is required, unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration. For Example: If Bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover is less than 40 lakhs then bidder has to submit the copy of Notification along with Certificate from Practicing CA/CMA/CS that Aggregate turnover from all business is less than 40 Lakhs; hence he is exempt from Registration under GST Act, 2017. Scanned documents of the documents in respect of eligibility criteria including authorization if any, to be uploaded as single pdf file named **ELIGIBILITY DOCUMENTS.pdf**, in COVER-I Failure to submit the above Documents may render a tenderer “UNACCEPTABLE” without any further correspondence.

### **1.1) Restriction on Public Procurement from certain countries:**

**Ref:** 1) OM No. 6/18/2019-PPD Dated 23.07.2020 amending Rule 144 of GFR, 2017 (reference amendment/appendix F.7/10/2021 Dated 23.02.2023 ;

- 2) Order (Public Procurement No. 1) Dated 23.07.2020 restricting bidders from certain countries under Rule 144 (ix) of GFR, 2017;
- 3) Order (Public Procurement No. 2) Dated 23.07.2020 providing an exclusion from the restriction; and;
- 4) Order (Public Procurement No. 3) Dated 24.07.2020 providing clarification to Order-1 above

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### **a) Definitions:**

1. “Bidder” (including the term ‘tenderer’) 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 the procurement process.

**II. “Bidder from a country which shares a land border with India”  
for the purpose of this Order means: -**

- i) Any entity incorporated, established or registered in such a country; or
- ii) A subsidiary of an entity incorporated, established or registered in such a country; or
- iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv) An entity whose *beneficial owner* is situated in such a country; or
- v) An Indian (or other) agent of such an entity; or
- vi) A natural person who is a citizen of such a country; or
- vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

**III. The beneficial owner for the purpose of (II) 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, 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 percent of shares or capital or profits of the company;
  - b) “Control” shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreement
- 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 or entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of 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.



- IV. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- V. 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.
- b) **Certification:** Referring to the Office Memorandum referred above, the bidder(s) should submit the certificate as under (**Refer Annexure- IX**):
- “We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India and we hereby certify that our firm is not from such a country and is eligible to be considered”*

However, if any bidder falls in the category of bidders as indicated in the Definitions clauses at cl no: 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt. 23-07- 2020, should submit the certificate as under: *“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India and we hereby certify that our firm is from such a country and has been registered with Competent Authority (specified in Annexure -IX of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt. 23-07-2020) and further certify that our firm fulfills all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith”*

In case of Indian Agents of the Manufacturer/Principal quoting against the Tender, both the Indian Agent and their Manufacturer/Principal should submit the above-mentioned certificates.

Note: The above-mentioned Office Memorandums will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

Updated list of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Government of India.

N.B.: Where applicable, evidence of valid registration by the Competent Authority shall be attached/uploaded.

**2. Proven-ness Criteria:** “*Only OM or OM authorized supplier is eligible to quote.*”

**"OM (Original Manufacturer):** Only OM (M/s. Distromet AG, ILSERENWEZ 2 8126 ZUMIKON, SWITZERLAND.) or OM authorized supplier shall be eligible to quote in this tender.

<b>DOCUMENTS TO BE UPLOADED BY THE BIDDER: -</b>		
<b>CRITERIA FOR PROVENNESS OF BIDDER:</b>		
<b>S. No.</b>	<b>Category of Bidder</b>	<b>Scanned copy of documents (Self-certified) to be uploaded by bidder in support of Proven-ness Criteria</b>
<b>I</b>	<b>Original Manufacturer (OM)</b> Original Manufacturer for the Disdrometer RD 80 system of JOSS WLADVOGEL .	Self-Certificate or any relevant document in a proof of being manufacturer of Disdrometer RD 80 system of JOSS WLADVOGEL .
<b>II</b>	<b>Original Manufacturer (OM) authorized supplier Disdrometer RD 80 system of JOSS WLADVOGEL ..</b>	1. Self-Certificate or any relevant document in a proof of being manufacturer Disdrometer RD 80 system of JOSS WLADVOGEL of OM is to be submitted by authorized supplier. 2. Authorization letter of OM.

## **C. Bid Documents**

### **1. Content of Bid Documents**

**1.1** The Goods required, bidding procedures and Contract terms are prescribed in the Bid Documents. In addition to the Invitation for Bids, the Bid Documents include:

- a. Instructions to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Schedule of Requirements (SOR);
- e. Technical Specifications;
- f. Sample Forms (**Annexure – I to XI, Sample Forms**);
- g. Any Other document, information, instruction as specified in the Bid Document and / or specified in the e-procurement portal;

**1.2** The Bidder is expected to examine all instructions, forms, formats, terms and specifications in the Bid Documents. Failure to furnish all information / documents/ certificates required by the Bid Documents will be at the Bidder's risk and it may result in rejection of its bid.

### **2. Clarification of Bid Documents**

The bidder may seek clarification online through mail to [registrar@aries.res.in](mailto:registrar@aries.res.in) within the period specified in the bid document. The clarifications may be asked from the next day of e- publication of NIT on the website. **Clarification can be sought within 05 (Five) days from the date of e-publication of NIT, and the response has to be given within the next 02 (Two) days.** The Purchaser will respond to such requests for clarification of the Bid Documents, which are received within the period specified in the Time Schedule of tender. (Section I (5)). Purchaser's response (including an explanation of the query but without identifying the source of inquiry) shall also be put on the website.

## **D. Preparation and Submission of Bid**

### **1. Language of Bid**

All correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by a certified true translation of the relevant passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern. All such translated documents should bear the signature and stamp of the authorized signatory of the bidder who has signed the bid, as a token of authentication of the same.

### **2. Agreement :**

The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms.

### **3. Letter of Bid (LOB)**

The Letter of Bid (LOB) as per the format given at **Annexure-I, Sample Forms** will be printed on Bidder's letter head (duly filled in, signed and stamped with the seal of the company) by a person competent and having the "Authority" / "Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the Seal of the Company" LOB along with "Power of Attorney / Authorization" are to be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The contents of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from the website (**Refer Annexure – I, Sample Forms**) and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection.

Above documents are to be uploaded in a folder named "**LOB**" provided in the website .

**Note: In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non- judicial stamp paper duly notarized as per Annexure-II, Sample Forms by the person signing the LOB in favour of person bidding online is required to be uploaded.**

### **4. Period of Validity of Bids**

The bids (Technical Bid and Price-Bid) shall remain valid for a period of 120 days from the day of opening of Technical Bid. A bid valid for a shorter period may be rejected by the purchaser. Withdrawal of tender

within the validity period is also not permitted. During the Tender evaluation process if the extension of the bid validity is required, the same shall be with mutual consent of buyer and seller.

**5. Methodology for online Submission of Bids**

The offers are to be submitted on-line through mail to registrar@aries.res.in, with a CC to storesection@aries.res.in, director@aries.res.in/ or sending the letter to Aryabhata Research Institute of Observational Sciences, Manora Peak, Naintal, Uttarakhand 263001- Cover-I containing 'Technical Bid' and Cover-II containing 'Price-Bid'.

**5.1 Technical Bid (Cover-I):** The Cover-I of the offer shall contain bidder's response to technical terms and conditions of the tender document.

**The scanned copy of self-attested documents as described below must be uploaded in Cover- I.** It should be noted that the Cover-I should not contain the price.

**5.2** The details of other documents to be submitted in Cover –I are given below:

Annexure - I	Letter of Bid	To be submitted in "LETTER OF BID (LOB)" in Cover I as a pdf file with quotation (without mentioning the price) and Proprietary article certificate.
Annexure - II	Format for Authorized supplier bidding online by the person who has signed LOB	
Annexure – III	Lowest Price & Price Fall Clause Certificate	To be submitted in "CERTIFICATES" attached in single pdf file in Cover I
Annexure – IV	Quality Certificate	
Annexure – V	No-Deviation Certificate	
Annexure – VI	Declaration Regarding Banning/De-Listing	
Annexure – VII	HSN (Harmonized System Nomenclature) code, Type & Rate of GST for the offered/tendered item(s).	
Annexure - VIII	Mandate Form for e-payment along with Bank details for wire transfer/LC.	
Annexure- IX	Format for Certificate regarding procurement from a bidder of a country which shares a land border with India.	

Annexure – X		
Annexure – XI	Other commercial information.	
Documents related with Eligibility Criteria as per Part -C of Section – II (ITB) of NIT.		To be Submitted in Single pdf file in ELIGIBILITY DOCUMENTS in Cover I
All the documents related to Proven-ness Criteria under the heading “PROVE DOCUMENTS” as per clause 2 of Part -C of Section – II (ITB) of NIT.		To be Submitted in Single pdf file in PROVE DOCUMENTS in Cover I
Self-attested & Scanned copy of PAN Card (if applicable)		To be submitted in “OTHER DOCUMENTS” attached in single Pdf file in Cover I.
Self-attested & Scanned copy of GST registration certificate (if applicable)		
Any other document/certificate as per requirement of NIT. (if applicable)		

**5.3 Price Bid (Cover-II):** The Price bid will be in INR and it will be including all the rates, taxes & duties etc. for the offered items.

Thereafter, the bidder must upload the same bid submission in Cover- II. The price bid which is incomplete and not submitted as per instruction shall be rejected.

#### **5.3.1 Other information regarding Price Bid:**

- i.) The Price-bid will be in item-wise unit Rate and the bidder may quote for any or all the tendered items. The Price bid of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
- ii.) In case of Taxes and Duties like CGST, SGST or IGST, GST Cess (if applicable), custom duty, the applicable rate of these duties in terms of %age or is to be mentioned.

Note: Aryabhata Reserch Institute of Observational Sciences is located in Nainital, Uttarakhand 263001, India

- iii.) The rate of CGST, SGST or IGST, GST Cess (if applicable), custom duties entered by the bidder in BOQ sheet should be legally applicable rate of GST at the time of submission of bid. If bidder is eligible for Exemption of GST or lower than the normal rate is applicable then bidder has to upload the authenticated documents towards such exemption online & furnish the authentic documents along with certificate of Practicing Chartered Accountant having Certificate of Practice and having valid membership number of ICAI clearly mentioned that Bidder is eligible to opt the benefit of scheme/notification and fulfilled all the condition as mentioned in notification in this regard.

- iv.) In case the tendered item is eligible for Input Tax credit of GST and there is certainty at the time of bid evaluation about the quantum of tax credit available, then the L-1 status shall be decided by deducting the Input tax Credit [CGST, SGST or IGST, GST Cess (if applicable) as the case may be] Amount component from the total Rate by the system. However, if Bidder has opted composition scheme as per the provision of section 10 of CGST Act, 2017, they cannot charge the CGST/SGST/IGST/GST Cess, L-1 status will be determined on the basis of their quoted price.
- v.) In case of Bidder is exempted from Registration under GST ACT and submitted the required documents as mentioned above, Aryabhata Reasearch Institute of Observational Sciences is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST SGST, GST Cess will be included in landed price. However, if the tendered items are eligible for Input Tax credit, the same will be deducted while computing the L-1 Status.
- vi.) In case of Successful bidder(s), if at the time of supply, it is found that Input Tax Credit available to Aryabhata Reasearch Institute of Observational Sciences on this account is less than the 'Input Tax Credit Amount Per Unit' "declared in the BOQ/Price Bid, the differential amount between the two shall be deducted from the Bill of Supplier while making payment to them.
- vii.) Delivery is to be affected on Door delivery basis, thus bidder has to arrange the prescribed E-way bill at their end.
- viii.) **HSN Code** - Bidder to mandatorily quote HSN (Harmonized System Nomenclature) code Type & Rate of GST for the offered/tendered item(s) as per the format given at **Annexure-VII, Sample Forms**.

**Statutory Variation: If there is any statutory change in GST/SGST/IGST within contractual delivery period, the same shall be admissible and will be paid at actuals based on documentary evidence. However, no upward revision in the same beyond original delivery period shall be admissible**

- ix.) In case of Bidder is exempted from Registration under GST ACT and submitted the required documents as mentioned above, Aryabhata Reasearch Institute of Observational Sciences is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST SGST, GST Cess will be included in landed price. However, if the tendered items are eligible for Input Tax credit, the same will be deducted while computing the L-1 Status.
- x.) In case of Successful bidder(s), if at the time of supply, it is found that Input Tax Credit available to Aryabhata Reasearch Institute of Observational Sciences on this account is less than the 'Input Tax Credit Amount Per Unit' "declared in the BOQ/Price Bid, the differential amount between the two shall be deducted from the Bill of Supplier while making payment to them.

- xi.) Delivery is to be affected on Door delivery basis, thus bidder has to arrange the prescribed E-way bill at their end.
- xii.) **HSN Code** - Bidder to mandatorily quote HSN (Harmonized System Nomenclature) code Type & Rate of GST for the offered/tendered item(s) as per the format given at **Annexure-VII, Sample Forms**.

Statutory Variation: If there is any statutory change in GST/SGST/IGST within contractual delivery period, the same shall be admissible and will be paid at actuals based on documentary evidence. However, no upward revision in the same beyond original delivery period shall be admissible.

**5.3.2** Both the covers – Cover-I ‘Technical Bid’ and Cover-II ‘Price Bid’ are to be provided via email or letter before the last date and time for submission of online bid.

**5.3.3** Scanned copies (PDF) of the complete documents duly filled in, signed, stamped and self-attested shall be uploaded along with the offer as per tender requirements at relevant spaces / folders in Cover-I. All documents attached should be Self-Certified to be True Copies of the original, signed by the authorized signatory of the bidder with the Company's seal; however, some documents may require attestation by Notary Public as per instructions given in the relevant clauses of the tender document. Bidders are suggested to scan the documents in 100 DPI for clarity & easy uploading.

#### **6. Submission of Forged/Tampered Documents**

Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, Aryabhatta Reasearch Institute of Observational Sciences while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, Aryabhatta Reasearch Institute of Observational Sciences reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to the original. However, Aryabhatta Reasearch Institute of Observational Sciences reserves the right to verify such documents with the original, if necessary at a later stage for which on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and the original. However, Aryabhatta Reasearch Institute of Observational Sciences reserves the right to verify such documents with the original, if necessary at a later stage for which reserves the full right to take penal action as may be deemed fit including rejection of the offer and or banning the bidder in the original. However, Aryabhatta Reasearch Institute of Observational Sciences reserves the right to verify such documents with the original, if necessary at a later stage for which for future tenders. The penal action may



include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.

**7. Deadline for Submission of Bids:**

Online bids must be submitted by letter or provided email id by the last date and time as specified in Sec-I, IFB.

The Purchaser may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. In case no offer is received, tender will be cancelled.

One extension may be given of 10 days if no bid is received in first instant, however with the due approval of competent authority. In case no offer is received during extended periods the bid may be cancelled. The information of cancellation of tender will be uploaded on the e-procurement portal through corrigendum.

**8. Late Bids**

No bid will be accepted after the deadline for online submission of bid.

**9. Purchaser's Right to Accept or Reject any or all Bids**

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action. No dispute of any kind can be raised against this right of the Purchaser in any court of law or elsewhere.

**10. Bid Prices**

Prices quoted must be firm till delivery and on F.O.R. Destination which is ARIES, Manora Peak, Nainital basis, with the break up as per Price Bid. Delivery is to be affected on door delivery basis. Safe arrival of stores at destination shall be the responsibility of the supplier. The prices must be quoted in the following manner: -

**12.1) INR:** The rate should be quoted by the bidders in Indian Rupee on FOR Destination Aryabhatta Research Institute of Observational Sciences, Manora Peak, Nainital. The offer should indicate rate per unit, discount if any, etc. in the Price Bid.

The bidder should indicate all the relevant cost elements applicable in their case in Price Bid at the specified space.

For taxes / duties, % age and amount both, should be clearly indicated as applicable on the date of offer. The prices quoted should be net of Input Tax Credit of bidder.

Safe arrival of materials up to destination shall be the responsibility of the supplier. Thus E- Way bill, if any required shall be arranged by Bidder.

**12.2) Consideration of Abnormally Low Bids**

An Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analysis, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/proposal.

## **E.Bid Opening and Evaluation**

### **1. REVERSE AUCTION: (Not Applicable in this tender)**

### **2. Examination, Verification and Evaluation of Bids**

- a) Supportive documents of the single bidder for the quoted items shall be downloaded for evaluation.
- b) **During evaluation of the uploaded documents, shortfall/confirmatory documents, if required, will be sought from the single bidder. For this purpose, ONLY ONE chance shall be given** (*For more details, refer clause 6 of Part-F below*).
- c) The Purchaser will examine the Technical Bid s submitted online by the bidder and the required uploaded documents to determine whether they are complete and in conformity with the tender document.
- d) Purchaser will determine whether Technical Bid of the bidder is meeting to the requirements of the tender document on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the tender document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.

### **3. Evaluation and Comparison of the Bids**

Technical bid (Cover-I) and price bid (Cover- II) will be opened. Only technical bid shall be opened first & shall be referred to Technical Evaluation Committee (TEC). The price bid of only those bidders whose technical bid is found acceptable by the technical Evaluation committee will be opened by Price Evaluation Committee (PEC) for further action. However, Aryabhata Research Institute of Observational Sciences authority can seek clarification from Bidders against a document or Generally. Bidders, whose bids have been disqualified in technical evaluation may review the reason(s) for rejection by the authority and rise a one-time representation to challenge the rejection for disqualification within 72 hours after technical evaluation is completed. The authority shall respond to all such representation before proceeding with the financial bid opening.

**3.1** Evaluation of bids will be made in the following manner: -

- a) The bidder will fill their **unit prices in Indian Rupees** and on FOR Destination basis with the applicable rate of GST other taxes on FOR destination price in Price Bid. For the purpose of the contract, term 'FOR Destination Price' shall mean the sum of Ex-works Price plus Freight up to destination and Transit Insurance charges up to destination.
- b) The rate of GST entered by the bidder in BOQ/Price Bid shall be legally applicable rate of GST at the time of submission of bid.
- c) Landed Price shall be arrived at after adding these two elements of prices quoted in BOQ/Price Bid.
- d) Net Landed Unit Price will be arrived at after deducting Input Tax Credit for GST from Landed Price.

- Statutory Variation: If there is any statutory change in GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in GST beyond original delivery period shall be admissible unless the delay is due to any lapse on the part of the purchaser.
- If a new statutory tax/levy/Cess/surcharge etc. comes into effect after award of contract, the same will be considered based on the merit of the case.

**4. Bid Currency:** The prices shall be quoted in Indian Rupees.

**5. Shortfall Documents / Confirmatory Documents**

After evaluation shortfall documents/ Confirmatory Documents, if required, shall be sought from the bidder. Request for documents and the response shall be in writing.

BIDDERS ARE THEREFORE ADVISED THAT THEY SHOULD TAKE DUE CARE WHILE UPLOADING OFFER / CONFIRMATORY DOCUMENTS IN ORDER TO AVOID REJECTION OF THEIR BID

## **F. Placement of Contract**

- 1. Placement of Contract:** After the procurement is finalized, scanned copy of the Purchase order will be sent to the bidder/s through registered/speed post. On receipt of supply order / Rate Contract, the successful tenderer shall submit his acceptance of supply order within 15 days from the date of order.
- 2.** Subsequently, Successful bidder shall submit Security Deposit (SD) and Performance Bank Guarantee (PBG), if applicable, as per terms of Rate Contract.
- 3. Code of Integrity for Public Procurement (CIPP):** The supplier shall observe the highest standard of ethics while competing for and during execution of contracts. The following practices would amount to violation:
  - 1. "Corrupt Practice"** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
  - 2. "Fraudulent Practice"** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract.
  - 3. "Anti-competitive Practice"** means any collusion, bid rigging or anticompetitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
  - 4. "Coercive Practice"** means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
  - 5. "Conflict of interest"** means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective)

bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain.

6. **“Obstructive practice”** means materially impede the Procuring Entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information.
7. Procuring authorities, as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Any bidder must declare any previous transgressions of such a code of integrity with any entity, in any country, during the last three years, or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

**4. Purchase Preference: (Not Applicable in this tender).**

### **SECTION III - GENERAL CONDITIONS OF CONTRACT** **(GCC)**

#### **1. Definitions**

In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires, the following terms shall be interpreted as indicated below:

- a) “The Contract” means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;
- b) “Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) “Goods” means all of the materials/ Medicine which the Supplier is required to supply to the Purchaser under the Contract;
- d) “Services” means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) “GCC” means the Conditions of Contract contained in this section;
- f) “SCC” means the Special Conditions of Contract;
- g) “Purchaser” means the organization purchasing goods and services, i.e., Aryabhata Research Institute of Observational Sciences, Manora Peak, Nainital.
- h) “Purchaser’s country” is India;
- i) “Supplier/Contractor” means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;
- j) “Year” means the Calendar Year.
- k) “Inspector” means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.
- l) “Stores” means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.
- m) “Test” means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- n) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- o) Words in singular include the plural and vice-versa.
- p) Words denoting the masculine gender shall be taken to include the feminine gender.
- q) “Writing” shall include any manuscript, typewritten or printed statement under or over signature or seal as the case maybe.

- r) “Unit” and “Quantity” means the unit and quantity specified in the schedule.
- s) “Purchase Order” or “Supply Order” or “Order” or “Contract” means an order for supply of stores and includes an order for performance. The terms “Supply Order”, “Purchase Order”, “Order” and “Contract” are interchangeable.

Note: - Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

## **2. Application**

These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

## **3. Standards**

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. Such standards shall be the latest issued by the concerned institution.

## **4. Use of Contract Documents and Information**

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 4.1 above, except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in sub-clause 4.1 above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **5. Patent Rights**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

## **6. Security Deposit**

- a) The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and



charges, without considering Input Tax Credit.

- b) The Security Deposit shall be in the same currency in which contract is to be signed/issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.

## **7. SUPPLIES**

- 7.1 All the supply orders shall be signed only by the officers who have been duly authorised and included in the list of DDOs. DDOs will send **scanned copy of the Purchase order through email followed by Registered post.**
- 7.2 Supply orders will be placed from time to time during the currency of the contract in which the exact quantities required on each occasion together with the date of delivery shall be specified by the Direct Demanding Officers.
- 7.3 Supply orders against the contract will be accepted as long as these reach the contractor on or before last date of the currency of the contract. Supply orders received during the closing days should be complied with in due course, in accordance with the contract if even though in some cases owing to contract having expired, supplies are to be complied with even after the expiry of the last date of the contract.
- 7.4 Notwithstanding any omission or shortcoming in the supply order it is incumbent upon the contractor / seller to supply the item as per the specifications of the relevant rate contract.
- 7.5 The purchaser will not pay separately for transit insurance and the contractor will be responsible for delivery of items covered by the supply order in good condition at the specified destination and for this purpose freight, insurance, Octroi etc., if any, will have to be borne by the supplier. If the supply received is found to be damaged or loss in supply than supply will be considered as non-supply.

## **8. Packing**

- 8.1 Loose supplies/damaged packing/tempered or damaged labeled supplies shall not be accepted under any circumstances.
- 8.2 Supplies to be made in proper boxes.
- 8.3 Packing should be able to prevent damage or deterioration during transit.
- 8.4 All containers i.e. bottle, tins, cartons, tubes etc., are required to be secured with pilfer-proof seals to ensure genuineness of the products packed and the correctness of the contents.

## **9. Testing of Quality.**

- 9.1 Approved Rate Contract Holder should submit a Test Report of the items.
- 9.2 If the product is found to be 'not of standard quality', the cost of testing will be recovered from the supplier.

## **10. Payment**

The Tenderer shall claim payments in respect of outstanding bills prescribed in complete forms and payments through wire transfer or other mode of payment . Payment against the bill sanctioned in prescribed format will be made within 3 weeks from the date of presentation. However, no claim shall be made by the tenderer against the Aryabhatta Research Institute of Observational Sciences in respect of interest or damage in case the payment is delayed for any reason beyond the control of Aryabhatta Research Institute of Observational Sciences.

**11. Contract Amendments**

Subject to relevant clause of GCC, no variation in or modification of the terms of the Contract/ Purchase Order shall be made except by written amendment issued against the Contract/ Purchase Order.

**12. Assignment**

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. However, the consent of the Purchaser shall not relieve the supplier from any obligation, duty or responsibility under the contract.

**13. Subcontracts**

The Supplier shall not subcontract the supply under this contract.

**14. Delays in the Supplier's Performance**

14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

14.2 If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, by way of amendment to the Contract/ Purchase Order.

14.3 Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages.

**15. Liquidated Damages**

15.1 In the event of failure to deliver or dispatch the items within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any supply order which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the supply order value,

- a) Or To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the supply order not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
- b) To cancel the supply order or a portion thereof, and if so desired to purchase the items at the risk and cost of the defaulting supplier and also,
- c) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than

the agreed liquidated damages referred to in clause (a) above.

- d) To forfeit the security deposit fully or in part.
- e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

15.2 For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be considered for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

## **16. Termination for Default and breach of contract**

16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or
- c) If the Supplier, in the judgment of the Purchaser, has violated Code of Integrity for Public Procurement in competing for or in executing the Contract.

16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to relevant clause, the Purchaser may procure on such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **17. Force Majeure**

17.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.

17.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.

- 17.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty-one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier 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.
- 17.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 17.5 For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.
- 17.6 There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.
- 17.7 The contract shall be governed by the following Force Majeure Clause:
- “If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to “events ”) provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract n or shall either party have any claim for damages Against the other in respect of such non -performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Aryabhata Research Institute of Observational Sciences which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.”*

## **18. Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the

Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**19. Termination for Convenience**

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

**20. Governing Language**

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the Parties shall be written in the same language.

**21. Taxes and Duties**

- 21.1 A foreign Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed outside and inside the Purchaser's country. The foreign supplier shall also be responsible for all taxes & duties in Purchaser's country legally applicable during execution of the contract other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.
- 21.2 A Domestic Supplier shall be entirely responsible for all taxes, duties, license fees etc., incurred until the execution of the contract, other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.

**22. Limitation of Liabilities (Except in case of criminal negligence or willful misconduct)**

- 22.1 Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, any/ or from any other remote cause whatsoever.
- 22.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the items supplied here under which caused such losses, claims, damages, costs or expenses.
- 22.3 However, the limitation of liability of the supplier indicated above shall not apply to Liquidated damages.

**23. Arbitration**

In the event of any question, dispute or difference arising under the terms & conditions of the tender, the same shall be referred to sole arbitration by an office nominated as arbitrator by the competent authority of Aryabhatta Research Institute of Observational Sciences. It will be no objection that the arbitrator is a government servant and that he had to deal with matters to which the contract relates or that in the course of his duties as a government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract. The arbitration shall be governed as per Indian Arbitration and Conciliation Act

1996 as amended up to date. The place for arbitration shall be at the place from where contract has been placed by the Aryabhata Research Institute of Observational Sciences at the place as decided by the competent Authority of Aryabhata Research Institute of Observational Sciences.

In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or has award being set aside by the court for any reason, it shall be lawful for the Competent Authority to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

All disputes in connection with the contract, shall be subjects to the exclusive jurisdiction of the court within the local limits whose jurisdiction, the place from where the contract was issued is situated.

**24. Progress Reports**

28.1 The Supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.

28.2 The submission, receipt and acceptance of such reports shall not prejudice the right of the Purchaser under the contract nor shall operate as an estoppel against the Purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

**25. Applicable Law**

The Contract shall be governed by the laws of the Republic of India, unless otherwise specified in the bid document.

**26. Jurisdiction of Courts**

26.1 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of the tender or supply order has been issued.

26.2 The Courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT** **(SCC)**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions contained herein shall prevail over those in the General Conditions of Contract.

### **1. Remedies to Purchaser for delay in Supply/Non-Supply for which Supplier is responsible:**

The purchaser has the following options depending upon the circumstance of case:-

- a) To extend the delivery period with imposition of liquidated damages, right of reservation and denial clauses
- b) To forfeit the security deposit in full or in part depending on the merit of the case
- c) To cancel the contract
- d) To impose other available sanctions/penalties as per contractual provision.

### **2. Liquidated Damages:**

In the event of failure to deliver or dispatch the Medicine within the stipulated date/period in accordance with the terms and conditions and the specification mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

- a. To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any supply order which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the supply order value,
- b. Or To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the supply order not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
- c. To cancel the supply order or a portion thereof, and if so desired to purchase the items at the risk and cost of the defaulting supplier and also,
- d. To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
- e. To forfeit the security deposit fully or in part.
- f. Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- g. CGST, SGST or IGST, as applicable, will be levied extra on LD charges as per the provision of GST Act and Rule thereon.
- h. Supplier will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

### 3. Payment Terms:

**3.1** (a) 90% payment shall be released against submission of bills in triplicate along with receipted challans within 21 days of receipt and acceptance of materials at site by the consignee or submission of bills complete in all respects whichever is later. Remaining 10% amount of PBG will be released beyond 2 months after successful completion of the warranty period of five years of the item.

(b) The payment shall be made by wire transfer or any other mode. Bidders are therefore requested to indicate all the relevant details in your offer like their bank A/c no, name of bank, address of bank, branch code etc. for e - Payment.

(c) Any request of advance payment will not be accepted.

#### **3.1.1 Submission of Documents for Payment in Indian Rupees:**

For payment in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:

- a. Three copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- b. Receipted Challan/ Consignment Note of all the consignments.
- c. Manufacturer's Test & Inspection Certificate.
- d. Any other document(s) required as per contract.

### **NO OTHER PAYMENT TERMS SHALL BE ACCEPTED**

### **4. Paying Authority: Refer Clause 15 of Section IV of NIT.**

### **5. Prices**

#### **5.1 Lowest Price Certificate: (As per Annexure-III, Sample Forms)**

The Tenderer should submit a certificate and upload the same in "CERTIFICATES" along with the offer confirming the prices quoted in the Tender are the lowest and not higher than as applicable to another Govt. Deptts. / Undertakings including Private Organizations.

The Supplier must submit a price certificate in all their invoices in the following format for all items: -

*"It is certified that the prices, indicated in this invoice is not higher than the amount billed to other Govt. organizations / PSUs / Private Organizations during the contract period."*

#### **5.2 Price Fall Clause: (As per Annexure-III, Sample Forms)**

The Bidder undertakes that it has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower



than that offered in the present bid 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 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.

(i.) The currency of contract will mean the period till completion of supply.

(ii.) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar/ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or other PSU or any other private organization during the currency of the contract.

(iii.) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar/ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or other PSU of any other private organization.”

#### **6. Banned or De-listed suppliers**

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or de- listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive (**Annexure VI, Sample Forms**).

#### **7. Denial Clause (DC):** Since delay in delivery is a default by the seller, buyer may protect itself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of liquidated damages) in the letter conveying extension of delivery period. In denial clause, any upward rise in prices due to price variation clause and/or exchange rate variation clause, is to be borne by the seller during the extended delivery period, while purchaser reserves its right to get any benefit of downward revisions in PVC and exchange rate variation clause.

Regarding increase in statutory taxes and duties during the extended period, the same may be admissible provided the buyer gets 100% input credit for those taxes and duties; otherwise increase in statutory taxes and duties are not to be paid to the seller. However, decrease in statutory taxes and duties are to be availed by the buyer.

## **8. Risk Purchase**

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order /contract, Aryabhata Research Institute of Observational Sciences shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract. GST will be charged / levied on Risk Purchase as per the provision of GST Act Rule there on.

Risk purchase action may be initiated under any of the following conditions:

- a) When the supplier fails to deliver the material even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- c) When the supplier breaches any of the terms and conditions of the supply order/contract and as a result fails to execute the order satisfactorily.

## **9. Taxes and Duties**

**While Supply and raising invoice, you shall comply with all provisions of the Goods & Services Tax Act 2017:**

- a) In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues. Further Earnest Money/Performance Security forfeited will be inclusive of GST.
- b) TDS: TDS at applicable rate shall be deducted on payment made on supplier of goods if value of such supply under a contract exceeds Threshold limit.
- c) In reference to relevant tax clause of bid document regarding payment/recovery on account of any new/increase/decrease in tax, the provisions under GST [CGST/SGST/IGST/UTGST/GST Compensation Cess Act and Rules and subsequent revisions by Government] shall become applicable in the contract.
- d) TCS: TCS, if applicable, shall be made at prevailing rate at the time of payment to the supplier against tax invoice issued in relation to supply of goods. in line with the provisions of "Guidelines under section 194-O (4) and section 206C (1-I) of the Income Tax Act, 1961-reg".

## **10. Invoice issued by the supplier should contain following elements as per Section 31 of**

CGST Act, 2017 along with Rule 46 and 47 of CGST Rule, 2017;

- Name, address and GSTIN of the supplier;
- A consecutive serial number (not exceeding sixteen characters) containing only alphabets and/ or numerals, unique for a financial year; (should not be handwritten)
- Date of its issue;
- Name, address and GSTIN/Unique ID Number, if registered, of the recipient;
- Name and address of the recipient and the address of delivery, along with the name of State and its code, if such recipient is unregistered and where the taxable value of supply is fifty thousand rupees or more;
- HSN code of goods or Accounting Code of services;
- Description of goods or services;
- Quantity in case of goods and unit or Unique Quantity Code thereof;
- Total value of goods or services;
- Taxable value of goods or services considering discount or abatement, if any; Rate of tax (CGST, SGST or IGST);
- Amount of tax charged in respect of taxable goods or services (CGST, SGST or IGST);
- Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
- Place of delivery where the same is different from the place of supply;
- Whether the tax is payable on reverse charge;
- the word “Revised Invoice” or “Supplementary Invoice”, as the case may be, indicated prominently, where applicable along with the date and invoice number of the original invoice; and
- Signature or digital signature of the supplier or his authorized representative.
- The Batch No., Manufacturing Date & Expiry date of medicine must be mentioned in invoice.

**11. Warranty and Performance Bank Guarantee:** The produce as mentioned in this bid must be covered under on site warranty for the period of five years. In this regard, the performance bank guarantee of 10% will be deducted from the total amount of the product and it will be released beyond 2 months after completion of warranty period.

**12. Pre-dispatch Inspection: Not Applicable**

**13. Disputes are subject to the jurisdiction of “High court, Nainital” only.**

**14. Delivery Period:** Supply is to be completed within **3 months** from the date of issue of supply order by the DDOs. However, early supply shall be appreciated.

**15. DDOs, Consignee(s) & Paying Authority Particulars:**

<b>S. No.</b>	<b>Direct Officers</b>	<b>Demanding</b>	<b>Consignee Details</b>	<b>Paying Authority Details</b>
1	Director, Research Institute of Observational Sciences, Manora Peak, Nainital, Uttarakhand	Aryabhatta	Store & Purchase section, Aryabhatta Research Institute of Observational Sciences, Manora Peak, Nainital, Uttarakhand	Director, Research Institute of Observational Sciences, Manora Peak, Nainital, Uttarakhand

ANNEXURE-I

**Letter of Bid (LOB)**

<b>LETTER HEAD OF BIDDER</b>
------------------------------

To,  
Director,  
Aryabhata Research Institute of Observational Sciences  
Manora Peak, Nainital,  
Uttarkhand- 263001

**Sub: Tender No.**

**Tender ID:**

Dear Sirs,

1. We have gone through the tender documents carefully and we confirm that the contents of the offer are given after fully understanding of tender documents and all information furnished by us are correct and true and complete in every respect.
2. Having examined the Bid Documents including Addenda/Corrigenda, if any, I / We, the under signed, offer to supply and deliver the material as per our offer submitted in conformity with the said Bid Documents.
3. We confirm to accept all terms and conditions contained in the tender document unconditionally.
4. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that all information/ documents / credentials submitted along with the tender are genuine, authentic, true and valid.
7. We confirm that if any information or document submitted is found to be false/incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.

Date: -

Signature

Name.....Designation .....

Duly authorized to sign bid on behalf of -----

**NOTE: -**

1. This letter should be on the letter head of the Bidder and should be signed by the bidder.
2. In case the bidder who has signed the LOB is the DSC holder, no additional documents are required.
3. In case the bidder who has signed LOB is not the DSC holder, then Power of Attorney or authorization on non - judicial stamp paper duly notarized as per format mentioned on next page by the person signing the LOB i.e., the bidder, in favour of person bidding online i.e., DSC holder, is required to be uploaded along with this Letter of Bid.

ANNEXURE – II

**Format for Authorization to bidding online on behalf of bidder.**

NON-JUDICIAL STAMP PAPER OF Rs 100/-
--------------------------------------

**I/We** do hereby authorize Ms. /Mr. ....  
(Name of Authorized supplier) Address for online bidding on behalf of  
me/us, using his /her

Signature/Seal of the Authorized supplier for online bidding on behalf of the bidder.		Signature & Seal of the bidder Signing LOB, Authorizing supplier for online bidding.
------------------------------------------------------------------------------------------------	--	-----------------------------------------------------------------------------------------------

Signature & Seal of the NOTARY
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### ANNEXURE – III

#### **Lowest Price Certificate**

I/We do hereby certify that prices quoted by us against this tender are the lowest and not higher than as applicable to another Govt. Deptts. / Undertakings including other Private Organizations.

We also certify that the quoted rates are not higher than rates quoted / prices charged by us for same items to other Customers.

Date:

(Seal & Signature of the Tenderer)

#### **Price Fall Clause Certificate**

I/We undertake that we have not offered to supply/supplied / is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any Organization/Ministry Department of the Govt. of India 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 subsystems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India 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.

#### **I/We also accept that:**

1. We will inform the purchaser of offer to supply/supply of the similar/ordered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or other PSU or any other private organization during the currency of the contract.



2. We will submit a certificate along with the bill(s) that– *“We have not offered to supply /supplied the similar/ordered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or other PSU or any other private organization.”*

Date:

Signature of the Tenderer  
**Seal of the Firm**

#### **ANNEXURE - IV**

##### **Quality Certificate**

I/We certify that there has not been any complaint against the quality of our products supplied to Government Departments or Public Sector Undertakings/Other organizations.

Date:

(Seal & Signature of the Tenderer)

**ANNEXURE - V**

**No Deviation Certificate**

“We declare that there is no deviation from the NIT terms and conditions in the offer submitted by us.”

Date:

(Seal & Signature of the Tenderer)

## **ANNEXURE - VI**

### **Declaration Regarding Banning/De-listing**

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration -

“We have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSUs.”

Date:

(Seal & Signature of the Tenderer)

*(N.B.: If a bidder has been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non- responsive.)*

**ANNEXURE - VII**

**Bidder to mandatorily Quote HSN (Harmonized System Nomenclature) code, Type & Rate of GST of all items quoted by them:**

<b>S. No.</b>	<b>Description of Item</b>	<b>HSN Code</b>	<b>Type of GST</b>	<b>Rate of GST (%)</b>

**Date:**

**(Seal & Signature of the Tenderer)**

**ANNEXURE – VIII**  
**MANDATE FORM (Format for Bank Details for Electronic Payment)**

To  
Director,  
Aryabhatta Research Institute of Observational Sciences  
Manora Peak, Nainital,  
Uttarkhand- 263001

**Ref: Authorization of all our payments through Electronic Fund Transfer  
System (NEFT / RTGS /CBS / Intra Bank transfer/ wire transfer/ LC)**

We hereby authorize Aryabhatta Research Institute of Observational Sciences to make all our payments against our bills, Refund of earnest Money deposit and Security deposit, through electronic fund transfer system/RTGS/CBS/Intra Bank transfer.

We confirm that we are registered/not registered (*Strikeout whichever is not applicable*) with Aryabhatta Research Institute of Observational Sciences for e-payment.

(Authorized Signatory) Name:

Date: (Officials stamp)

The details for facilitating the payments (if not registered with Aryabhatta Research Institute of Observational Sciences are given below: -:

1. Name of the party(beneficiary):
2. Particulars of the bank account :

**(Please attach copy for verification of the bank account details)**

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/We would not hold the Aryabhatta Research Institute of Observational Sciences, Manora Peak, Nainital responsible.

Date:(..... )

Signature of the Authorised Signatory Certified that the particulars furnished above are correct as per our records

Bank's Stamp

Date (.....)

Signature of the authorized official of the Bank

## ANNEXURE - IX

F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

161, North Block,  
New Delhi  
23rd July, 2020

### Order (Public Procurement No. 1)

**Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

Attention is invited to this office OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

#### Requirement of registration

1. 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, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

#### Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
  - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
  - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

#### Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

#### Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
  - a. to all Autonomous Bodies;
  - b. to public sector banks and public sector financial institutions; and
  - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
  - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
  - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

#### Definitions

- 6. "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.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- 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

9. "Beneficial owner" for the purpose of paragraph 8 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;

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(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.

10. "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.

#### Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors 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. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

#### Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. 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

13. 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.

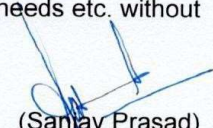
#### Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

  
(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)  
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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## **ANNEXURE-X**

### **Tender Ref.:-**

### **Certificate regarding procurement from a bidder of a country which shares a land border with India**

*“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Office Memorandums issued by Department of Expenditure, PPD, Ministry of Finance, under F.No.6/18/2019-PPD and we hereby certify that our firm is not from such a country and is eligible to be considered”*

**OR**

However, if any bidder falls in the category of bidders as indicated in the Definitions clause at cl no: 6,7,8,9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement no.1) Dt.23-07-2020, should submit the certificate asunder:

*“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India as per Office Memorandums issued by Department of Expenditure, PPD, Ministry of Finance under F.No.6/18/2019-PPD and we hereby certify that our firm is from such a country and has been registered with Competent Authority (specified in Annexure -I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt. 23-07-2020) and further certify that our firm fulfills all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.”*

**Authorized**

**Signatory of Bidder**

**Date:**

**Seal of the firm**

**N.B.:**

1. To choose any one of the above-mentioned conditions, whichever is applicable.
2. In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should submit the above-mentioned certificates.

**ANNEXURE-XI**

**Tender Ref.:**

**Other Commercial Information**

1	GST REGISTRATION /EXEMPTION CERTIFICATE & GSTIN (DOCUMENTS as per NIT Clause as applicable) <i>Applicable only for Indian Bidder</i> <i>N.B: - The bidder is required to mention GSTIN in the appropriate cell of BOQ in “Sheet for Domestic Bidder” of BOQ &amp; in Annexure –XI</i>	*Uploaded/Not uploaded  (GSTIN): .....  Type                      of                      GST: .....
2	Details of location of Manufacturing of Disdrometer RD- 80 (Complete address and Phone nos.)-	
3	Details of location from where the materials are supplied. (Complete address and Phone nos.)	
4	Country of Origin of the offered materials.	
5	If any other charges, taxes, Cess is quoted , the details of the same may be given.	

Authorized

Signatory of Bidder

Date:

**Seal of the firm:**

































