

India

इन्दिरा पुल के पास, भाट, गांधीनगर – 382 428 भारत दूरभाष: (079) 2396 2020/2021/2028 फैक्स: 91-079-23962277

वेब: <u>www.ipr.res.in</u>

NEAR INDIRA BRIDGE, BHAT DIST. GANDHINAGAR - 382 428 (INDIA) Phone: (079) 2396 2020/2021/2028 Fax : 91-079-23962277 Web : <u>www.ipr.res.in</u>

# ENQUIRY

ENQUIRY NO Date : IPR/EQL/20-21/381 : 30-03-2021

Due on : 03-06-2021 by 1:00 PM IST

Reminder-1 Dt: 28-04-2021 Reminder-2 Dt: 06-05-2021

Please send your offer in sealed envelope specifying Enquiry No, Date & Due Date, ALONG WITH your credentials for the following items:

#### Important Note:

Please note that e-mail quotations are not acceptable however you may send your queries (if any) to <u>localpurchase@ipr.res.in</u>

Please ensure your sealed quotation reaches this office not later than above mentioned due date and time.

Kindly go through the following documents properly before quoting which are available on the IPR web portal i.e., <a href="http://www.ipr.res.in/documents/tender\_terms.html/">http://www.ipr.res.in/documents/tender\_terms.html / attached herewith.</a>

1) Instructions to the bidders & Terms and conditions (refer Form No: IPR-LP-01.V4)

2) Bidding format

GST for Goods and Services (IGST/CGST/SGST TAX BENEFITS): Please refer clause no: 8 of Form No: IPR-LP-01.V4

#### **QUOTATION SHOULD BE ADDRESSED TO PURCHASE OFFICER ONLY**

Sr No	Description	Quantity
1	22kV, 100A, 10kA/1s, gang operated double pole, off-load, motorized, Disconnector	2.0 Nos.
	with earth bar/strip (Configuration -A)as per attached specification	
2	22kV, 100A, 10kA/1s, gang operated double pole, off-load, motorized, Disconnector	1.0 Nos.
	without earth bar/strip (Configuration-B) as per attached specification	
Note:	<ol> <li>GeM Availability Report ID: - GEM/GARPTS/25032021/M6Q1KCY52CPM dated????? 25/03/2021</li> <li>Unsigned quotations are not acceptable. Quotation should be submitted duly signed on ALL PAGES invariably.</li> <li>Quotation to be submitted in INDIAN CURRENCY. Quotations received other than Indian</li> </ol>	

Rupees will be rejected
4. Customs Duty Exemption Certificate will not be issued
5. Delivery Period:
6. TDS As per CGST ACT: As per provisions of section No.
51 of the CGST Act 2017, TDS @2%
(IGST 2% or CGST 1% and SGST 1%) will be deducted while making payment to the suppliers
where total value of orders/contracts/work orders exceeds
Rs. 2.5 lakhs.

Encl: Refer attached sheet for detailed specifications.

Sd/-

**Information to Vendors:** We are working towards a single platform for our future requirement. Hence, please refer IPR website i.e, <a href="http://www.ipr.res.in/documents/tenderseng.html">http://www.ipr.res.in/documents/tenderseng.html</a> for our future requirement.

# Technical specification for Air insulated 22kV Disconnector

# 1. <u>Scope of work</u>:

The scope of works includes design, engineering, manufacture, testing before dispatch, packing & forwarding, transportation to site of 22kV, 2 phase, 50 Hz, 10kA/ 1secs, non-enclosed, air insulated, Indoor duty, off-load, Motor operated, Disconnector as per IEC 62271 / IS 9921 standard. Device shall be equipped with and without earth bar/strip as per technical specification.

# 2. <u>Scope of supply:</u>

The Scope of Supply shall include the following:-

1. 22kV, 100A, 10kA/1s, gang operated double pole, off-load, motorized, Disconnector

with earth bar/strip - 2nos. (Configuration -A)

- 2. 22kV, 100A, 10kA/1s, gang operated double pole, off-load, motorized, Disconnector without earth bar/strip 1nos. (Configuration B)
- 3. Single Control panel / operations console for above disconnector switches.

The insulators, bi-metallic connectors, interlocks, operating mechanism, auxiliary switches, indicating devices & hardware to fix the equipment on the structure are included in this scope of supply.

# 3. <u>Applicable standard</u>

IEC 62271-1/ IS 9921	High voltage switchgear and control gear – Common specification
IEC 62271-102 /IS 9921	High voltage switchgear and control gear – Alternating current disconnectors and earthing switches
IEC 60660 /IS 9431	Indoor post insulators of organic material for systems with nominal voltages greater than 1 000 V up to and including 300 kV

### 4. Drawings and documents:

Drawings and other documents indicating following particulars shall be furnished.

# a. <u>Along with offer:</u>

- Duly filled-in Guaranteed Technical Particulars sheet
- GA drawing for Disconnector switch (for both configuration) showing overall dimension and clearance
- Type test report for similar or higher voltage class equipment as per IS/IEC 62271 for two or three pole disconnector switch, including

- Main circuit resistance measurement
- Temperature rise test
- Mechanical operation test
- Report for short-circuit performance
- Report for Dielectric performance

#### b. <u>Along with Supply:</u>

Following document shall be submitted along with supply.

- Detailed GA drawing showing dimensions, clearances, marking of accessories, detail for driving and manual operation mechanism, main circuit connection detail, earth bar detail, bill of material, mounting detail and weight. Sectional views shall show their typical constructional details & features. If required supplier has to provide CAD file for the drawings.
- Wiring diagram and control cable connection detail for the control panel.
- Technical description of the material (e.g. insulator, motor, auxiliary switches) & equipment used.

#### 5. <u>Technical specifications for off-load motorized Disconnector :</u>

Sr. No.	Parameter	Specification				
	Rating					
1.	Туре	Air insulated indoor disconnector with				
		vertical-break contacts, non-enclosed type				
2.	Applicable standard	IEC 62271 / IS 9921				
3.	Rated voltage	22 kV AC				
4.	Continuous current rating	100 A or nearest standard rating				
5.	Rated frequency	50Hz				
6.	Number of pole	2 pole				
7.	Rated Insulation level					
	Dielectric withstand voltage 1	50kV – common value				
	min/50Hz	60kV – across isolating distance				
	Lightning impulse withstand	125kV – common value				
	voltage	145kV – across isolating distance				
8.	Rated short time withstand	10kA, 1 sec (minimum)				
	current					
9.	Mechanical endurance class	M0 or higher				
	Design	and Construction				
10.	Type of break	Single break				
11.	Fixed contact material	copper / brass/copper nickel coated				
12.	Moving arm/blade material	Shall be suitable for fixed contact material,				
		preferably rounded edge.				
13.	Earth bar/strip	For Configuration A : In open position				
		(moving arm connected with earth bar) For				
		Configuration B: Earth bar not required				
14.	Mounting position	Horizontal				
15.	Insulator	Cast epoxy resin				

16.	Applicable standard for Insulator	IEC 60660 /IS 9431
17.	Construction feature	<ul> <li>Main circuit connection shall be suitable to receive 95sq.mm copper conductor cable</li> <li>Disconnector shall be constructed such way that they cannot come out of their open or closed positions by forces arising from gravity, vibration, reasonable shocks or accidental touching of the connection rod of the operating device or by electromagnetic forces.</li> <li>In open position, operating arm should be connected to earth bar (for configuration A only).</li> </ul>
18.	Rating plate	As per IEC 62271-102 / IS 9921
		ting mechanism
19.	Operating mechanism	Motor operated, device mounted. Additional provision to be provided with manual crank handle to operate disconnector switch in event of motor drive is not healthy.
20.	Control Box	<ol> <li>Disconnector to be provided with a control box to operate the disconnector (open and close).</li> <li>Rated supply voltage for auxiliary and control circuit         <ul> <li>230V,50Hz AC Single phase, two- wire system</li> </ul> </li> </ol>
21.	Remote operation	Shall have provision in control panel to receive closing/opening command from remote system.
22.	Auxiliary switch / Micro switch to signal the disconnector position	2  NC + 2  NO per position (potential free contacts dedicated for user)
23.	Make of LV switchgear / Drive and control equipment	Reputed make with compliances to respective product IEC /IS standard.
24.	Configuration for disconnectors	Configuration A: - Disconnector with earth bar, moving contacts connected to earth bar in open positionConfiguration B: - Disconnector with standard configuration.
25.	Quantity	Configuration A (With earth bar): - 2 nos. Configuration B (Without earth bar): - 1 Nos. <i>Refer diagram in Annexure – A for configuration</i> <i>details</i>

# 6. <u>Constructional/assembly requirements.</u>

- Manufacturing shall be commence only after drawing approval from purchaser
- Disconnector switch shall be designed to carry the normal rated currents under normal circuit conditions for continuous time, and carry the specified short circuit currents for a specified period of time.
- The Disconnector switch shall be non-enclosed, suitable to horizontal arrangement & designed for motorized operation in local mode and with provision of remote mode as well.
- Moving arm of the Disconnector should be connected on earthing strip in OPEN position (for configuration A). The earth bar/switch shall be capable of withstanding the specified short circuit currents for a specified period of time.
- Suitable manual operating mechanism [on disconnector frame] for the disconnector shall also be provided. Gears arrangement may be provided to allow easy manual operation.
- Suitable phase barriers (if required) shall be provided between the phases for proper phase segregation.
- The mounting shall be rigid, self-supporting, free from magnetic vibrations and heating. Hot Rolled, medium weight steel channels with sloping flanges, as per IS-808 to be used for parts like base channels, mounting channels etc.
- All types of screws & bolts used in the assembly must be SS and ISO threaded.
- All the slots & holes must be burr free. All the sharp corners shall be suitably rounded/ chamfered off.
- Welding of parts to be done using MIG welding technique only. Welding splatters around all the welded joints must be removed & shall not be acceptable.
- For all fastened joints, single direction for fasteners shall be maintained (screw-bolt head must always face the operator). All screws & bolts must be torque tightened. Fastened joints, which have been tightened with specific torque, must be marked with permanent markers.
- Suitable earthing bar/strip shall be provided on Disconnector. Additional earthing studs shall be provided at both the ends of the Disconnector mounting for earthing of the Disconnector.
- The contractor shall affix the rating-plate as per IS/IEC 62271
- Any accessories required for the proper operation of the Disconnector shall be clearly brought forth in clear tabulated form by the Bidder & shall be *quoted separately*.

# 7. <u>Control panel for motorized operation</u>

Metallic or non-metallic enclosure shall be provide for operation and position indication of the disconnector. Common enclosure for all disconnector switch and earth switch shall be preferred. Control panel should have indication for switch position and push button for the operation. Necessary overcurrent and overload protection shall be provide for operating mechanism. Supplier has to provide wiring diagram for the control panel.

# 8. Inspection & Testing:

### a) Visual Inspection

- A) For general visual checks, name plate details, mounting details, terminal locations & detailing as per approved drawings.
- B) For checking of dimensions, electrical clearances between phases & phase to earth, phase markings, tightness of power & control joints etc.
- C) General workmanship & panel finish, finish identification labels, make of equipment & components and validation of complete bill of materials as per the final approved drawings etc.
- D) Review of test certificates for bought-out components.

## b) <u>Routine tests</u>

The manufacturer shall carry out routine testing as per IS/IEC 62271-102. The routine tests not limited to the following shall form part of the final acceptance testing:

- A. Insulation Resistance (IR) testing before HV testing.
- B. Power Frequency High voltage test followed by IR testing.
- C. Testing of operation of components.
- D. Mechanical Operations test for the Disconnector.
- E. Contact Resistance Measurement Test (Milli-volt drop test).

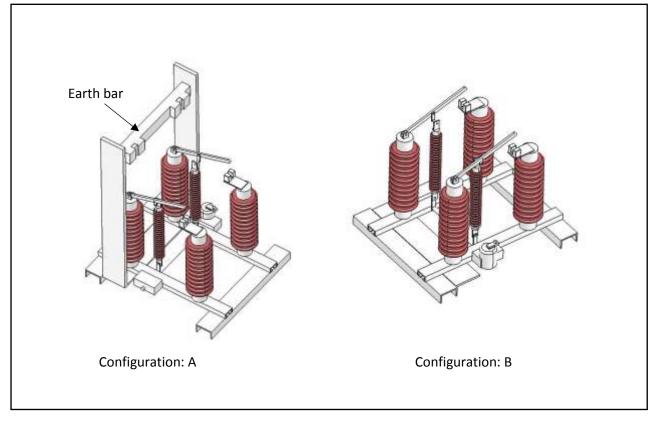
### 9. Witnessing of tests:

The Purchaser and/ or his representative reserve the right to witness any or all tests, or to accord waive at his sole discretion.

Though the equipment shall be accepted on the basis of the satisfactory result of the testing at the bidder's works, it shall not absolve the bidder from the liability regarding the proper functioning of the panels/disconnector/equipment at site.

# 10. Delivery /Completion Schedule

Manufacturing shall be commence only after drawing approval from purchaser. In order to maintain the overall time schedule for the project implementation the bidder shall dispatch the items within *three months* from PO date.



Annexure A : Suggested scheme for Disconnector configuration

# Table – Specification for the offered product

Sr. No.	Parameter	Offered Specification (For both the items)
	Ratir	
1.	Туре	6
2.	Applicable standard	
3.	Rated voltage	
4.	Continuous current rating	
5.	Rated frequency	
6.	Number of pole	
7.	Rated Insulation level	
, .	Dielectric withstand voltage 1	
	min/50Hz	
	Lightning impulse withstand voltage	
8.	Rated short time withstand current	
9.	Mechanical endurance class	
	Design and Co	onstruction
10.	Type of break	
11.	Fixed contact material	
12.	Moving arm/blade material	
13.	Earth bar/strip	
	Configuration : A	
	Configuration : B	
14.	Mounting position	
15.	Insulator	
16.	Applicable standard for insulator	
17.	Construction feature	
	Main circuit connection suitable for	
10	which cable size?	
18.	Rating plate	
10	Operating m	echanism
19.	Operating mechanism	
20.	Is Control Box provided for	
	open/close operation of Disconnector?	
21.		
21. 22.	Rated voltage of the control supply Is provision for Remote operation	
۲۷.	provided in control panel?	
23.	Number of Auxiliary switch / Micro	
	switch to signal the disconnector	
	position	
24.	Make of LV switchgear / Drive and	
	control equipment	
25.	Configuration for disconnectors	

(To be filled by the bidder and to be submitted along with bid)

	Configuration : A Configuration : B	
26.	Quantity	
	Configuration : A	
	Configuration : B	

# Table - Section wise compliance sheet

(To be filled by the bidder and to be submitted along with bid)

Section number	Technical specification	Bidder compliance
1.	Scope of work	
2	Scope of supply	
3.	Applicable standard	
4.	Drawings and documents	
6	Constructional/assembly requirements	
7	Control panel for motorized operation	
8	Inspection & Testing	
9	Witnessing of tests	
10	Delivery /Completion Schedule	

# Table - Check list for documents along with bid

(To be filled by the bidder and to be submitted along with bid)

Sr.	Description	Bidder response (attached /
No		not attached)
1.	Duly filled-in Guaranteed Technical Particulars sheet	
2	GA drawing for Disconnector switch (for both	
	configuration) showing overall dimension and	
	clearance	
3.	Type test report for similar or higher voltage class	
	equipment as per IS/IEC 62271 for two or three pole	
	disconnector switch, including	
	-Main circuit resistance measurement	
	-Temperature rise test	
	-Mechanical operation test	
	-Report for short-circuit performance	
	-Report for Dielectric performance	
4.	Section wise compliance sheet	

- 1. Please quote with complete technical details.
- 2. Quotation should be submitted with below (Quotation format) else IPR shall not consider the offer submitted by the vendor for further evaluation

NAME OF PARTY : \_\_\_\_\_

ENQUIRY NO:\_\_\_\_\_ DUE ON:\_\_\_\_\_

QUOTATION No. & DATE : \_\_\_\_\_

#### Currency of Quotation: Indian Rupees

Sr. No.	Item Description	HSN/ SAC Code	Quantity	Rate (Basic)	ng (P&F)	le GST	(incl P&F and GST)	Total Value
1			а	b	C	d	e= b+c+d	f=axe
1								
2								
3								
4								

Sr. No.	PARTICULAR	Remarks
I.	Ex-works / FOR Destination	
II.	Freight	
III.	Insurance	
IV.	Delivery Period	
V.	Payment (IPR terms will apply)	
VI.	Guarantee / Warrantee	
VII.	Validity Period	
VIII.	Discount (if any)	
IX.	Remarks	

Note: Enclose technical compliance sheet with your quotation Fill in the all applicable details.

Place:

Authority Signatory

Date:

Company Seal

#### **Bidder should submit the copy of GSTIN / ARN Certificate along with the offer Bidder should specify the SUPPLY and SERVICE rates/ charges separately wherever applicable**



# (भाट, इन्दीरा पुल के पास, गांधीनगर382428 - , गुजरात) भारत

Institute for PlasmaResearch

Bhat, Near Indira Bridge, Gandhinagar – 382428, Gujarat (INDIA)

Phone: +91-79-23962021 to 23962028 ; Fax: +91-79-23962277 Website: www.ipr.res.in

#### Form No: IPR-LP-01.V4

#### INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

- 1. The Quotation and any order resulting from this enquiry shall be governed by our Conditions of Contract/Purchase Order and supplier quoting this enquiry shall be deemed to have read and understood the same in toto.
- 2. Where counter terms and conditions have been offered by the Tenderer, the same shall not be deemed to have been accepted by IPR unless our specific written acceptance thereof is obtained.
- Ouotation: Ouotation should be submitted in the prescribed OUOTATION FORMAT attached with this Enquiry 3. and the same should be submitted to the Purchase Officer, IPR in a sealed envelope superscribing the same with our enquiry No., date, due date and brief description of item on or before the due date. Late/delayed/incomplete/unsigned quotations will not be considered. Envelopes received without Enquiry number, date, due date and brief description of item may be rejected. The quoted prices should be firm for a period of 90 days from due date for placing order. IPR is not bound to accept lowest rate/s. IPR reserves the right to place on one or more parties. The scope of supply includes insurance by the Contractor/Supplier.
- 4. Specifications: Material should be offered strictly confirming to our specifications/drawings. Deviation, if any, should be clearly indicated by the supplier in their quotation. The Tenderer should also indicate the Make/Type number of the materials offered and catalogues, technical literature and samples, wherever necessary should accompany the quotation. Clarification/s on drawings should be obtained before submitting quotation.
- Terms of Prices: Quotation should be submitted on door delivery basis without extra charge wherever possible. For 5. quotations on Ex-Works, Ex-godown basis the approximate packing and forwarding charges should be indicated by the supplier. In the case of local suppliers, the material is to be delivered at our stores free of charge.
- 5.1 In respect of tenders on Ex-works basis, in case the tenderer has not mentioned in the offer packing, forwarding and transportation charges for safe delivery up to Purchaser's site, 2% of the price quoted towards packing (in respect of both local and outstation firms), 1% of the basic price quoted towards safe delivery charges in respect of local tenderer and 3% of the basic price quoted towards safe delivery charges in respect of outstation firm will be added for comparison of offers on safe door delivery at Purchaser's site.
- 5.2 Prices are required to be quoted according to the units indicated in the tender form/Enquiry. When Quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished
- 6. Tender should be free from Correction and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail. Unsigned quotations will summarily be rejected. If there is a discrepancy between the unit price and total price, unit price shall prevail.
- IPR shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole 7. or any part of the tender or portion of the quantity offered and the tenderers shall supply the same at the rate quoted.
- 8. Goods & Services Tax (GST): The details of Taxes/GST and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no claim on these accounts would be admissible later.

#### a) GST for Goods (IGST/CGST/SGST TAX BENEFITS):

IPR is entitled to avail tax benefit as per the following notifications issued by Ministry of Finance, Department of Revenue, Government of India:

(1) No: 47/2017-INTEGRATED TAX (RATE) DATED 14/11/17 for IGST

(2) No: 45/2017-CENTRAL TAX (RATE) DATED 14/11/17 for CGST

#### And,

IPR is entitled to avail tax benefit as per the following notifications issued by Finance Department, Government of Gujarat:

(1) No. 45/2017-STATE TAX (RATE) DATED 15/11/17 for SGST

As per above notifications IPR will bear only 5% IGST for procurement of goods from outside Gujarat & 2.5% CGST and 2.5% SGST (total 5%) for procurement of goods within Gujarat. Vendors are required to charge tax as per these notifications while quoting/supplying the goods. Deviations, (if any) should be clearly mentioned in the quotation/offer.

#### Please specify the HSN codes while quoting.

#### **GST for Services: b**)

As applicable. Specify the SAC codes wherever services are involved.

#### 9. Earnest Money Deposit (EMD): Tenderer should furnish EMD if asked for by the Purchaser.

10. Delivery Date: Delivery period is essence of the Contract. Supplier must indicate the firm delivery date by which the materials will be dispatched/delivered by them from the date of our order. Delivery period shall be clearly indicated against each item separately.

An Aided Institute of Department of Atomic Energy, Government of India





# प्लाज्मा अनुसंधान संस्थान (भाट, इन्दीरा पुल के पास, गांधीनगर382428 - , गुजरात) भारत

Institute for PlasmaResearch



Bhat, Near Indira Bridge, Gandhinagar – 382428, Gujarat (INDIA)

- Phone: +91-79-23962021 to 23962028 ; Fax: +91-79-23962277 Website: www.ipr.res.in
- 11. **Price/ Purchase Preference:** Purchase/Price preference to industries will be given as per the policy of the Government of India in force at the time of evaluation provided their offer is in compliance with the conditions of the policy.
- 12. **Liquidated Damages:** The successful Vendor/Bidder should pay liquidated damages @ ½% (half percent) of the total contract/order value for the delay of each week in the scheduled date of completion of the work envisaged in the Contract/Purchase Order subject to a maximum of 5% (Five percent) of the total Contract/Order value.
- 13. **Inspection**: Materials on its arrival at IPR will be inspected by our Engineer/Stores Officer, and his decision in the matter will be final. However, where the items are required to be inspected at the Suppliers Premises, Supplier has to give advance notice to the Purchase regarding readiness of the material to enable Purchase/Stores section to depute his representative for inspection.
- 14. **Payment**: Payment will be arranged for accepted materials only within 30 days from the date of receipt of materials at IPR and bills in our accounts section, completed in all respects.
- 15. No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.
- 16. **Guarantee:** The Stores offered should be guaranteed for a minimum period of twelve months, from that date of acceptance, against defective materials, design, workmanship, operation or manufacture. For defects noticed and communicated during the Guarantee period, replacement/rectification should be arranged free of cost within a reasonable period of such notifications. In case where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply.
- 17. **Performance Bank Guarantee**: If demanded by IPR, the successful bidder will have to furnish Performance Bank Guarantee for 10% of the order value (basic price) from a Nationalised/Scheduled Bank/State Bank of India, valid throughout the Guarantee/Warranty period. The scheduled banks approved by IPR are Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank. Bank Guarantees submitted other than from banks approved by IPR will not be accepted.
- 18. **Security Deposit:** If demanded the successful Bidder will have to furnish to the Purchaser an interest free security deposit for 10% (Ten percent) of the order value in the form of Bank Guarantee of an equivalent amount from a nationalized/ scheduled Bank/State Bank of India within 15 days from the date of LOI/Purchase order and the said Guarantee should be valid till the goods are accepted by IPR. The scheduled banks approved by IPR are Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank. Bank Guarantees submitted other than from banks approved by IPR will not be accepted. The Security deposit shall be forfeited in case the selected Bidder does not start the work within the time limit specified or fail to complete the work within the stipulated delivery period or fail to comply with any of the terms and conditions in the purchase order/contract. On successful completion of scope of work and its acceptance by IPR, supplier should send a letter to the Purchase Officer to return the original BG.
- 19. The Contractor/Supplier shall at all times indemnify the purchase against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade Mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.
- 20. **Free Issue Material (FIM ):** Successful tenderer will have to arrange insurance showing beneficiary as "Institute for Plasma Research" at their risk and cost towards adequate security for the materials/property provided/issued by the Purchaser as Free Issue Material for the due execution of the contract.
- 21. The Director, IPR reserves the right to accept or reject any quotations fully or partly or to cancel the enquiry without assigning any reason.
- 22. **Jurisdiction**: The contract shall be governed by the Laws of India for the time being in force. The Courts of Gandhinagar only shall have jurisdiction to deal with and decide any legal or dispute arising out of this Contract/Purchase Order.

Additional Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer' 'consultant' 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 herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary 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
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more 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 or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - 2. 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;
  - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more 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;

- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial 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.
- V. An Agent is a person employed control over the trust through a chain of control or ownership.
- VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] 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.

Certificate for Tenders for Works involving possibility of sub-contracting

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