

DEFERRED TERMS

प्लाज़्मा अनुसंधान संस्थान / INSTITUTE FOR PLASMA RESEARCH

(भारत सरकार के परमाणु उर्जा विभाग का सहायता प्राप्त संस्था)

ईदीरा पुल के पास, भाट, गांधीनगर- 382428, भारत

दूरभाष: 079-23962020/23962021, फेक्स: 079-23962277

Following terms are replaced in our Form for Tender No. IPR/TN/PUR/ET/21-22/002 Dated 09/04/2021.

1. Sr. No. 3 (Sub-clause No. 3.1) of Section-A under heading “**Earnest Money Deposit (EMD)**” of Form No.IPR-LP-ET-03.V2 (Terms and Conditions) is replaced with the following:-

Earnest Money Deposit (EMD) is not applicable as per Office Memorandum No. F.9/4/2020-PPD dated 12/11/2020 issued by Ministry of Finance, Department of Expenditure, Procurement Policy Division, Government of India. In place of submission of EMD, vendor may upload a signed “**Bid Security Declaration**” as per the attached **Annexure-C** accepting that if they withdraw or modify their bids during the period of validity etc., they will be suspended for future requirements of IPR.

2. Sr. No. 17 (Section-A) under heading “**Statutory Levies such as Customs Duty, Goods and Service Tax**” of Form No.IPR-LP-ET-03.V2 (Terms and Conditions) is replaced with the following:-

Clause Nos. 17.1, 17.2, 17.3 and its sub-clauses deleted from Form No: IPR-LP-ET-03.V2.

3. Sr. No. 45 (Section-A) under heading “**Price/Purchase Preference**” of Form No.IPR-LP-ET-02.V5 (Terms and Conditions) is replaced with the following:-
Purchase/Price preference: Purchase/Price preference benefits under MSME/NSIC including benefits under PPP-Make India policy will be provided to the industries as per the policies of the Government of India in force at the time of evaluation of the offers provided their offer is in compliance with the terms and conditions of the tender.

4. Sr. No. 4.1 (Section-B) under heading “**Security Deposit**” of “General Conditions of Contract of Form No.IPR-LP-ET-03.V2 (Terms and Conditions) is replaced with the following:-

On acceptance of tender, the Contractor shall at the option of the Purchaser and within the period specified by him, submit a Bank Guarantee from SBI or any one of the nationalized banks or reputed banks, viz. Axis Bank, ICICI Bank, IDBI Bank and HDFC Bank towards Security Deposit not exceeding **3% (Three Percent)** of the tendered value of the contract/purchase order valid till at least 2 months beyond the acceptance date of the material, as the Purchaser shall specify. Bank Guarantees submitted other than from banks approved by IPR will not be accepted.

5. Sr. No. 15.1 (Section-B) under heading “**Performance Bank Guarantee**” of “General Conditions of Contract of Form No.IPR-LP-ET-03.V2 (Terms and Conditions) is replaced with the following:-

In the event of acceptance of the tender, the Contractor will be required to submit a

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performance bank guarantee for **3% (Three Percent) of the total value of the stores inclusive of all statutory levies and other charges** admitted in the contract, from SBI or any one of the nationalized banks or reputed banks, viz. Axis Bank, ICICI Bank, IDBI Bank and HDFC Bank, on a non-judicial stamp paper of appropriate value valid till 2 months beyond the expiry date of warranty period as per the Purchaser's format towards satisfactory performance of the Stores during the warranty period. Bank Guarantees submitted other than from banks approved by IPR will not be accepted.

6. Sr. No. 22.1 (Section-B) under heading **Liquidated Damages** of "General Conditions of Contract" of Form No.IPR-LP-ET-03.V2 (Terms and Conditions) is replaced with the following:-

Liquidated Damages: As per Standard Terms & conditions, the Purchaser reserves the right to levy the Liquidated Damages, for delay in supply beyond the contractual delivery date at the rate of half percent (0.5 percent) of the total Contract price (Basic price) for each calendar week of delay. **GST @ 18% will be applicable on LD charges.** The total liquidated damages shall not exceed five percent (5%) of the contract price (Basic price). Stores/Goods will be deemed to have been delivered only when all its component parts are also delivered. If certain components are not delivered in time, the Stores/Goods will be considered as delayed until such time as the missing parts are delivered.

7. Sr. No. 35 (Section-B) under heading Mode of Payment of "General Conditions of Contract" of Form No.IPR-LP-ET-03.V2 (Terms and Conditions) is replaced with the following:-

Payment: Unless otherwise agreed to in writing between the Purchaser and the Contractor, payment for the delivery of the tendered items, will be made as follows.

a) 80% of supply portion (i.e. basic price of Item Sr. No. 1 of Price Bid) + 100% of all other charges will be paid after receipt of material at IPR site and its verification by IPR representative and on receipt of invoice in triplicate.

b) Balance 20% of Item Sr. No. 1 and 100% Sr. No.2 of Price Bid will be paid within 30 days from the date of final acceptance and on receipt of Performance Bank Guarantee for 3% (Three Percent) of the contract value from SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) valid throughout the warranty period (Plus additional 2 months grace period) and on receipt of final invoice.

Following **ADDITIONAL CLAUSES** are **added to** our Form No. IPR-LP-ET-03.V2 :-

a) MAKE IN INDIA

Self-certification under preference to "Make in India" order as per **Annexure-B** should be uploaded on e-tender portal along with other documents.

b) TDS as per CGST Act: As per the provisions mentioned under 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 the purchase order/contracts/work orders exceeds Rs.2.5 Lakhs. Necessary TDS Certificate will be issued to the supplier after TDS deduction.

c) Insertion of Rule 144(xi) in the General Financial Rules (GFRs) 2017 entitled "Fundamental Principles of Public Buying"

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

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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.

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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. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

IMPORTANT NOTE:-

[1] QUOTATIONS ARE INVITED IN INDIAN CURRENCY ONLY.

[2] QUOTATIONS RECEIVED OTHER THAN “INR” QUOTE SHALL SUMMARILY BE REJECTED.