



MORMUGAO PORT AUTHORITY
ENGINEERING (CIVIL) DEPARTMENT.
QUOTATION NOTICE
QUOTATION NO. CE/Q-18/2024

Sealed Item rate quotations are invited from contractors registered with Engineering (Civil) Department of Mormugao Port Authority and also from unregistered contractors for undertaking the work of "**Development of International and Domestic Cruise Terminal and Ferry Terminal at Mormugao Port, Goa – reg: Dismantling of Compound Wall.**"

Cost of quotation : Free of cost

Earnest Money Deposit : Rs.730/- or exemption certificate.
Exemption towards payment of EMD will be extended only to MSME/NSIC by submitting Bid Security Declaration Form.

Estimated cost of work : **Rs. 36,307/-**

Time limit of completion : 02 Days.

The quotation form can be obtained from the office of the Chief Engineer, Mormugao Port Authority, Headland Sada, during office hours from **05/04/2024 to 15/04/2024**, The interested firms may alternatively download the quotation from Mormugao Port Authority web site **<https://www.mptgoa.gov.in>** The downloading of the Tender Documents shall be carried out strictly as provided on website. No editing, addition/deletion of matter shall be permitted. If such action is observed at any stage, such offer is liable for outright rejection.

Exemption in Tender document fee and EMD will be provided for eligible bidders who have valid registration with MSME/NSIC by submitting Bid Security Declaration Form. They are required to submit documentary proof of such registration along with the quotation /offer for claiming the exemptions else their offer will not be considered valid.

Volume I comprising of Instruction to Tenderers, General and Special Conditions, General Specifications etc. of Mormugao Port Authority will be considered as part of Quotation Form.

GST registration for the bidder is mandatory. Bidder has to enclose attested copy of the GST Registration along with the quotation. GST has to be claimed extra as applicable while submitting the bill/bills. Tenderer should

comply with all regulations of EPF, ESI, ALC, etc. No bill will be forwarded if the above regulations are not followed.

Mode of Payment towards Tender Cost, & Earnest Money Deposit (EMD) to be paid online through e-Payment mode as under:

- i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement (RTGS). Tenderer requires download pre-printed Challan towards credit of MPA and make its payment through any of their Bank. UTR no. to be made available along with the tender documents for the proof of submission of tender cost and EMD failing which their tender will not be considered for evaluation.
- ii. (Debit/ Credit Card of type VISA, MASTERCARD or RuPay.
- iii. Net Banking: Payment can be made through the Internet Banking of Any Bank.
- iv. Bank details are given in the next page and NEFT/RTGS to be used for that account only.
- v. Proof of payment made has to be enclosed with the tender such as UTR details,/ Demand Draft details/ cash receipt received from MPA

Note:

- i) Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and attach the scanned copy of challans in the Quotation as a token of payment
- ii) D.D. if any should be submitted in original to the office of Chief Engineer's Account section in sealed envelope with Quotation number and name of work latest by two hours before opening of the technical bid.

As a prequalification Criteria, Quotations will be considered only of those parties who have submitted the quotation in Port Format on due date and time, & EMD or Exempted as per Cl. No. 1.9 above, have Provident Fund & ESI Number, permanent Account Number of Income Tax & GST registration etc. The quotation submitted not in Port format, without quotation document fee, EMD/exemption certificate as applicable, not registered with Tax Authorities/GST,ESI,EPF,etc. or submitted the quotation with counter conditions will not be considered for further evaluation and will be summarily rejected.

Quotation duly completed in all respect along with forms and specified documents should reach the office of the Chief Engineer, Mormugao Port Authority, Headland, Sada by 15:00 hours on 15/04/2024 and they will be opened at 15:30 hours on the same day in the presence of such bidders as may wish to be present.

The Port Authority reserves the right to reject any or all the quotations without assigning any reasons thereof.

Executive Engineer (P-I)

Headland Sada.

Date:-



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MORMUGAO PORT AUTHORITY
ENGINEERING (CIVIL) DEPARTMENT

QUOTATION NO. . CE/Q-18/2024

Name of work: "Development of International and Domestic Cruise Terminal and Ferry Terminal at Mormugao Port, Goa – reg: Dismantling of Compound Wall."

ELECTRONIC PAYMENT SYSTEM MANDATE FORM

The details for processing the payment through RTGS as below:-

Name of the Beneficiary	MORMUGAO PORT Authority GENERAL ACCOUNT
Address of Beneficiary with PIN Code	Administrative Office Building, Headland Sada, GOA – 403804
PAN Number	AAALMO293P
Name & Mobile Number of responsible person	MILIND DESSAI / 9823082682 milind.desai@mptgoa.com
Name of the Bank and Branch	STATE BANK OF INDIA, Harbour Branch
Bank Telephone No.	0832-2520212
Address of the Bank	STATE BANK OF INDIA MORMUGAO HARBOUR, GOA – 403803
MICR Code of the Bank	403002024
IFSC Code No.	SBIN0002164
Type of Account and Branch Code	Current Account / Branch Code:- 002164
Account number of the Bank	10438017048
	MPA GENERAL ACCOUNT
Beneficiary E-mail ID	cashmpt@mptgoa.com



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APPENDIX – I

Sr. No.	Particulars	Clause of G.C.	Details
1.	Amount of Security Deposit and time	-----	5% of the contract value, and to be released on completion of work.
2.	Period for commencement from the Chief Engineer's orders to commence.	-----	Within 2 days from receipt of PO or as directed
3.	Contract period	-----	Two Days.
4.	Amount of liquidated damages.	-----	Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of the contract.
5.	Free Period of maintenance.	-----	Not applicable
6.	Percentage of retention from each running account bill	-----	10% for each running bill.
7.	Limit of Retention Money	-----	5% value of the contract and to be released on completion of work
8.	Total Security Deposit and Retention Money.	-----	10 % value of the contract.
9.	Minimum amount of interim Certificate.	-----	NA
10.	Time within which payment to be made after contractor's submission of the bill.		100% payment within 20 days of submission of undisputed joint measurement recorded bill and in quadruplicate after obtaining signature of JE/EA and AEN/AXEN concerned (2 copies to Head Office) with all supporting documents.

SIGNATURE OF THE BIDDER



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ADDITIONAL SPECIAL INSTRUCTIONS

1. The work shall be carried without disturbing the operation of Port or other agencies working in the area.
2. All materials to be supplied should be in good condition as per the specification. It should be handed over to the Engineer-in-charge. It will be issued for carrying out the work as and when required.
3. The Plant/machinery/craft and workman shall be insured during the work and receipts of payment made towards premiums shall be submitted to the Chief Engineer.
4. Bidders are advised to go through the Schedule of Quantities and Rates and sequence of work before submission of the tender. They are also advised to inspect the structure, ascertain for themselves the nature and the extent of work involved and also obtain all clarifications they may require before filling in the tender.
5. Bidders are required to sign with date the Schedule of quantities and Rates and the form of Quotation and fill in all the particulars and details called for therein. Unsigned quotations, without the details called for are liable for rejection.
6. Measurements
The quantities provided for in the Schedule of Quantities and Rates are only approximate and are given to provide a common basis for tendering. The actual quantity may differ from those provided for in the Schedule in view of the complexity of the work. Payments will be made according to the actual quantities of work ordered and carried out, jointly measured by the representative of Chief Engineer and the contractor.
7. Rates and Prices to be inclusive.
The rates entered in the Schedule of Quantities by the contractor shall include the provision of all supporting special equipment, labour of

required skill, supervision, materials, erection, overheads and profits, watch and ward, insurance charges, during execution and every incidental and contingent costs and charges, whatsoever, excluding GST if any for compliance with conditions of contract and specification. The GST will be paid extra as applicable which shall be claimed along with the Bill.

8. The specifications are intended to cover the execution of all works, necessary to complete the works with all materials of accepted standards, as specified in the contract.

9. Method of Measurement

General

Unless stated or billed otherwise, all quantities shall be `net` as they finished and provided in the work. The rates and prices shall include all allowances towards wastage of materials required for use in the work.

10. The Bidders will be deemed to have ascertained themselves to the extent and nature of the works involved, the various constraints and degree of skill involved in the work.
11. Water for watering of plants will be provided free of cost by the Port.
12. The time period is **two days** as specified in the schedule. However, as per site requirement, there might be requirement of supplying of the labour during monsoons also and the same will be informed at least two days in advance.
13. The Contractor`s supervisory staff shall be fully experienced in the type of work to be carried out under their supervision.
14. The contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department. **All the copies of insurance premiums related to the Workmen Compensation policy and Contractors All Risk policy should be submitted to the office of the Chief Engineer.**
15. It shall be specifically noted that the contractor is expected to mobilize the required equipment and work force required to complete the entire work included in the contract well within the stipulated period.
16. As a statutory requirement, the contractor shall take all measures of safety against fire hazard and electrocution at site.
17. Quotations with conditions will be out rightly rejected.
18. The Bidder shall inspect the site and fully study the work involved vis-à-vis the quantity and specifications etc. before quoting for the work.
19. Any damage to the property of Port should be made good or compensated by the contractor.

20. After completion of day's work/contract period the contractor shall clean, clear the work site to the satisfaction of the Chief Engineer or his site representative.
21. The instruction given by the officer in charge shall have to be carried out promptly. In case of any difference of opinion or interpretation on the specification and conditions, the matter to be referred to the Chief Engineer concerned, for the decision, which shall be final and binding.
22. Permission for working beyond the normal working hours of Port or on Sundays and Public Holidays as stipulated under clause No. 42 of General Conditions of Contract, (in the printed booklet) in volume-I of the tender document will be given to the contractor.
23. The contractor and his workers /agents shall be required to obtain from MPT and display a Photo Identity Card during entry, stay and exit from the Port Security areas guarded by CISF personnel`
24. All applications for issuance of Photo Identity Card shall be routed through the Chief Engineer, who shall forward the same to the Port's Traffic Department, whose pass section will issue the Photo Identity Card to the contractor or his agent free of cost and the same shall be valid for the duration of the contract or a period of one year, whichever is less.
25. All the materials to be used in the structure shall be conforming to relevant ISI specification or as specified in the Tender Schedule Contractor shall undertake laboratory test as specified in the relevant ISI at the discretion of Chief Engineer and only approved materials /approved brand of materials shall be used.
26. The bidder should comply with all regulations of EPF, ESI etc. No bill will be forwarded if the above regulations are not followed.
27. GST registration for the bidder is mandatory. Bidder has to enclose attested copy of **GST** Registration No along with the Tender. **GST** has to be claimed extra as applicable while submitting the Bill/bills.
28. "The bidder shall quote the price exclusive of GST. Applicable GST shall be paid on the quoted price. The bidder shall indicate the applicable GST rate on goods/Services in the price bid".
29. EARNEST MONEY DEPOSIT (EMD)
 - a) The Earnest money (EMD) payable by the Bidder in respect of this quotation is Rs.730 /- and shall be furnished as part of the quotation.
 - b) In the event of Bidder withdrawing his tender before the expiry of tender validity period of 180 days from the date of opening of technical bid, the tender submitted by the Bidder shall be cancelled and EMD shall be forfeited.

- c) The Earnest Money Deposit of unsuccessful Bidders shall be returned on award of Contract to the successful Bidder. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful Bidder shall be refunded only on receipt of Security Deposit as stipulated in the tender.
- d) MSME/ NSIC shall be exempted of tender fee and EMD by submitting Bid Security Declaration Form (enclosed), on producing self-attested supporting certificates along with the quotation.

30. SECURITY DEPOSIT.

- a. Security Deposit: The Earnest money (EMD) payable by the Bidder in respect of this tender is exempted provided the Bidder submits Declaration form against bid security as part of its Quotation. Quotation without Declaration shall be treated invalid.
 - b. Retention money: Not Applicable
 - c. Refund of Security deposit and Retention money: 5% & 5 % respectively of the contract value, and to be released on completion of work as no maintenance period is applicable.
 - d. Forfeiture of SD: The security deposit will be forfeited, if the contractor fails to fulfill any or all the conditions of this contract, without any interference from it towards all rights of Board to recover from the contractor any other amounts falling due to the Board through non- observance/ compliance by the contract conditions and any of the clause thereof by the contractor.
31. Payment of wages to the workmen to be paid in their respective Bank Account.
32. The Vendor shall quote GST No. of MPT (30AAALM0293P1ZY) on all invoiced raised on Port. If vendor is not registered under GST or opted for composition scheme under GST, undertaking of the same shall be submitted by the Vendor.
33. The successful bidder shall have to furnish HSN /SAC Code for each items of the work.
34. Unregistered vendors under GST has to submit Declaration that the GST is not applicable to him, due to turnover of less than 40 lakhs.
35. The Contractor shall intimate the Port within 24 hours on receipt of Purchase order/ Work order, the date and time of commencement of the works, failing which the contract is liable for termination.

36. The Contractor shall have a valid Email Id and shall adhere to instructions sent by the Port via E-mail.

37. Further, in order to promote the Make in India Initiative by the Government of India the bid evaluation shall be dealt as per Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, Wherein, Class-I Local suppliers shall get purchase preference over Class-II local suppliers as well as Non Local supplier as per the following procedure:-

“Local Content” means the amount of value added in India which shall , unless otherwise prescribed by the Nodal Ministry , be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement , has local content minimum 50%.

“Class-II Local Supplier” means a supplier or service provider, whose goods, services or works ordered for procurement, has local content minimum 20%.

“Non Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.

“Margin of purchase preference” means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference, which shall be 20%.

“L1” means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation

- a. Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class-I Local supplier, the contract will be awarded to L1.
- b. If L1 is not a “Class-I Local Supplier”, the lowest bidder among the “Class-I Local Supplier”, will be invited to match the L1 price subject to “Class-I Local Supplier” quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such “Class-I Local Supplier” “subject to matching the L1 price.
- c. In case such lowest eligible “Class-I Local Supplier” fails to match the L1 price, the “Class-I Local Supplier” with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d. The “Class-I local supplier/Class-II Local Supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company(in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

38. The Evaluation process shall also be dealt as per ORDER (Public Procurement No.1) dated 23.07.2020 wherein it specifies: 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 i.e. Department of Promotion of Industry and Internal Trade as per the ORDER.

39. Wages payable shall not be less than the minimum wages payment as declared by the Central Government. If the Financial bids are having rates quoted less than the statutory rates the same shall be out rightly rejected irrespective of the fact that the said bidder has qualified in the bid.

40. The contractor shall arrange to maintain the daily attendance record of the contract personnel deployed by him by maintaining a register and shall get it duly signed by the engineer in charge of MPA, once every fortnightly and daily through the Port supervisory staff.

41. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the MPA. In the event, MPA makes any payment or incurs any liability, the contractor shall indemnify the MPA completely.

42. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case

EXECUTIVE ENGINEER (P-I)

BID SECURING DECLARATION FORM

Date.....

Quotation no: **. CE/Q-18/2024**

To(Insert complete name and address of the #Employer/ Purchaser.)

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bid must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am / We are in breach of any obligation under the bid condition, because I/We

- a) Have withdrawn/ modified/ amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form Bid; or
- b) Having been notified of the acceptance of our bid by the employer/purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance security in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if am/we are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder: or (ii) thirty day after the expiration of the validity of my/ our Bid.

Signed: (insert signature of person whose name and capacity are shown)
In the capacity of (Insert legal capacity of person signing the Bid security Declaration)

Name: (insert complete name of person signing the Securing Declaration)

Duly authorised to sign the bid for and on behalf of (Insert complete name of Bidder)

Dated on -----day of ----- (insert date of Signing)

Corporate seal (where appropriate)

(Note: in case of joint venture, the Bid Securing Declaration must be in the name of all partners to the joint venture that submit the Bid)



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MORMUGAO PORT AUTHORITY
ENGINEERING (CIVIL) DEPARTMENT

QUOTATION NO. . CE/Q-18/2024

Name of Work: "Development of International and Domestic Cruise Terminal and Ferry Terminal at Mormugao Port, Goa – reg: Dismantling of Compound Wall."

SCOPE OF WORK

The work put to the tender broadly comprises of the following items.

1. Dismantling of masonry Security wall near CISF gate office structure at gate no 1 including structural steel barbed wire, concertina etc.levelling the structure upto ground level, including disposing unserviceable materials beyond Port limit (within a lead fo 4 kms) including hiring of JCB with breaker, tipper truck etc. complete.
2. Credit for taking away dismantled materials such as Structural steel, concertina coil, barbed wire.

EXECUTIVE ENGINEER (P-I)

VENDOR REGISTRATION FORM

1. Name of the Organization : _____
2. Address (In Detail) : _____
3. Telephone Number : _____
4. E-Mail Id : _____
5. Permanent Account Number (PAN) : _____
6. Bank Name : _____
7. Bank Branch Address (In Detail) : _____
8. Bank Branch Code : _____
9. Bank Account Number : _____
10. Bank Account Type : _____
11. Magnetic Ink Character Recognizer (MICR) : _____
12. Tax Identification Number (TIN) : _____
13. **GST** Registration Number : _____
14. **GST** Registration Code : _____
15. CST Registration Number : _____
16. Employee Provident Fund (EPF) Registration Number : _____
17. Employee State Insurance Scheme (ESIS) Registration Number : _____
18. IFSC Code : _____

Sr No	Particular	Mormugao Port Authority	Data Required
1	Customer Name as per GST Registration Certificate	Mormugao Port AUTHORITY	
2	Full Postal Address	Administrative Building, Headland Sada.	
3	City	Goa	
4	Pin code	403 804	
5	PAN	AAALM0293P	
6	Type of Person	Local Authority	Company/Firm/Individual/Trust/LLP/AOP
7	Resident/Non Resident as per Income Tax Act	Resident	
8	ARN No.	AA30617001663N	
9	Provisional ID	30AAALM0293P1ZY	
10	GST No.	To be allotted	
11	PPOB (Principal Place of Business) or APOB (Additional Place of Business)	PPOB	
12	Reason for Non Registration (Turnover Limit / Non Taxable Supply / Other Reason)	NA (Registered Under GST)	
13	Type of Customer (Manufacturer/Trader/Importer/Depot/Service Provider/Works Contractor/Principal/Consumer)	Service Provider	
14	Whether Falling under SEZ unit or Developer? (Yes or No)	No.	
15	Whether B2B or B2c (B= Business & C= Customer)	B2B	
16	Whether Opted for Composition Lavy Scheme? (Yes or No)	No.	
17	Whether falling under casual taxable person as per Section 2(20) of CGST Act,2017 (yes or No)	No.	

18	Whether falling under Non Resident taxable person as per section 2(77) of CGST Act,2017 ? (Yes or No)	No.	
19	Central Excise Registration No.	--	
20	Service Tax Registration No.	AAALM0293PST001	
21	VAT - TIN	30181201096	
22	CST - TIN	V/CST/1683	
23	IEC	1706000073	
24	Contact Details :		
	Name	Shri.Anant Chodnekar	
	Designation	FA & CAO	
	Phone No.	0832-2521132	
	E-mail	<u>facao@mptgoa.com</u> anant.chodnekar@mptgoa.com	

I, Mr./Mrs. _____(Proprietor/Partner/Director) of M/s _____do certify that the information given above is complete and correct.

Place
Date

Signature
(Name: _____)



**MORMUGAO PORT AUTHORITY
ENGINEERING (CIVIL) DEPARTMENT
QUOTATION NO. . CE/Q-18/2024**

Name of Work: "Development of International and Domestic Cruise Terminal and Ferry Terminal at Mormugao Port, Goa – reg: Dismantling of Compound Wall."

SCHEDULE OF QUANTITIES AND RATES

Item No.	Description of Work	Unit of Qty.	QTY	Rate at		Total Amount Rs Ps.
				Rs	Ps.	
1	Dismantling of masonry Security wall near CISF gate office structure at gate no 1 including structural steel barbed wire ,concertina etc.levelling the structure upto ground level, including disposing unserviceable materials beyond Port limit(within a lead fo 4 kmts) including hiring of JCB with breaker, tipper truck etc. complete.	LS	LS			
2	Credit for taking away dismantled materials such as Structural steel, concertina coil,barbed wire.	Kgs	617			

TOTAL – Rs: _____

Rs: _____

In words Rupees _____

_____ Only.

Witness's _____

Bidder's _____

Signature: _____

Signature: _____

Name : _____

Name: _____

Address: _____

Address: _____

Tel No: _____

Tel No: _____

Mobile No: _____

Mobile No: _____

Email Id: _____

Email Id : _____

Date: _____

Date: _____



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No. P-45021/2/2017-PP (BE-II)
 Government of India
 Ministry of Commerce and Industry
 Department for Promotion of Industry and Internal Trade
 (Public Procurement Section)

Udyog Bhawan, New Delhi
 Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

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'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

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3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."
- 10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.
- 11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- 12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. Standing Committee: A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)
Director

Tel: 23063211

rajesh.gupta66@gov.in



An ISO 9001:2015 PORT

MORMUGAO PORT AUTHORITY
ENGINEERING (CIVIL) DEPARTMENT
QUOTATION NO. . CE/Q-18/2024

Name of Work: "Development of International and Domestic Cruise Terminal and Ferry Terminal at Mormugao Port, Goa – reg: Dismantling of Compound Wall."

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 23rd 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

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

- 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;

(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

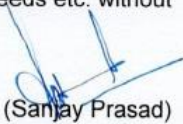
13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / 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.

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
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

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model 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 hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary 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 per cent. 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 to do any act for another, or to represent another in dealings with third person.
- 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.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model 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-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

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