



AN ISO 9001:2015 PORT

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT.
QUOTATION NOTICE
QUOTATION NO. CE/Q-57 /2021

Sealed percentage rate quotations are invited from the contractors registered in class 'E' and above with Engineering (Civil) Department of Mormugao Port Trust for undertaking the work of Replacement of the Aluminum window glass filming at VTMS Centre of Signal station at Headland.

Earnest Money Deposit : Exempted . However Bid Declaration to be submitted.
Cost of quotation : Free of Cost
Estimated Cost of work : ₹ 35,280.00
Time limit of completion : 30 days.

The quotation form can be obtained from the office of the Chief Engineer, Mormugao Port Trust, Headland Sada, during office hours from. **15.12.2021** to **28.12.2021**, free of cost .Volume I comprising of Instruction to Tenderers, General and Special Conditions, General Specifications etc. of Mormugao Port Trust will be considered as part of Quotation Form. The interested firms may alternatively download the quotation from Mormugao Port Trust **web site** <https://www.mptgoa.gov.in> The downloading of the Tender Documents shall be carried out strictly as provided on website

GST registration for the bidder is mandatory. Bidder has to enclose attested copy of the GST Registration No. 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. if applicable . No bill will be forwarded if the above regulations are not followed.

Quotations shall be filled in Single cover in sealed Envelope including Schedule of Quantities and rates duly filled as per format.

Quotation duly completed should reach the office of the Chief Engineer, Mormugao Port Trust, Headland Sada by **15.00** hours **28/12//2021** and they will be opened at **15.30** hours on the same day in the presence of such quoters as may wish to be present.

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

SUPERINTENDING ENGINEER (HL)

Headland Sada.

Date :-

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MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
QUOTATION NO. CE/Q -57 /2021

**Name of work: “Replacement of the Aluminum window glass filming at VTMS
Centre of Signal station at Headland.”**

Particulars Clause of G.C.

1.	Amount of security and time.	Bid Securing Declaration to be submitted.
2	Period for commencement from the chief engineer's order to commence.	3 days from the date of intimation .
3	Time of completion	30 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 contract
5	Free maintenance /defect liability period.	Not Applicable
6	Percentage of retention money from each running account bill.	3% of contract value
7	Total security deposit	3% of contract Value
8	Minimum amount of Interim certificate.	1st & Final
9	Time within which payment to be made after contractor's submission of the bill.	100% payment within 15 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 QUOTER



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MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
QUOTATION NO. CE/Q -57 /2021

**Name of work: “Replacement of the Aluminum window glass filming at VTMS
Centre of Signal station at Headland.”**

ADDITIONAL SPECIAL INSTRUCTIONS

1. The work shall be carried out without disturbing the operation of Port or other agencies working in the area.
2. All materials bought for use shall be stored properly in a store room, to be built by contractor at his cost. Register of account of materials be maintained at site.
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. The Plant/machinery required during the maintenance period shall be arranged by the contractor during the maintenance period at his own cost.
5. The Quoter shall also assess and include the cost of materials, labour, tools and plant and machinery/equipment for the maintenance works that may be required to be carried out by him during the free maintenance period.
6. Quoters 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.
7. Quoters 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. The tenders will be deemed to have ascertained themselves to the extent and nature of the works involved, the various constraints and high degree of skill involved in the works.

13. Time is the essence of contract and the entire work should be completed within a period of **Thirty days** as specified in the schedule.

14. The Contractor`s supervisory staff shall be fully experienced in the type of work to be carried out under their supervision.

15. The contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department.

16. If the work has to be carried out beyond normal working hours and during night time approval in advance for the working has to be obtained from the Chief Engineer. Overtime charges of the departmental supervisory staff has to be borne by the `Contractor`

17. 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.

18. As a statutory requirement, the contractor shall take all measures of safety against fire hazard and electrocution at site as follows:-

a) All temporary electric supply connections will be carried out with correct sizes of wires/cables and fuses and other safety devices as required under Electricity Rules in consultation with us.

b) One bucket full of water and sand shall be kept at the work spot. A Portable fire extinguisher shall also be kept at the work spot.

19. Quotations without Bid Declaration and with conditions will be out rightly rejected.
20. The Quoter shall inspect the site and fully study the work involved vis-à-vis the quantity and specifications etc. before quoting for the work.
21. Any damage to the property of Port should be made good or compensated by the contractor.
22. After completion of days' work/contract period the contractor shall clean, clear the work site to the satisfaction of the Chief Engineer or his site representative.
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 free cost and the same shall be valid for the duration of the contract or a period of 15days, whichever is less.
25. Lease rent shall be changed to the contractors for the area allotted for construction of their temporary sheds for site office/store/labour hutments required in the contract works. The license fee shall be as per Port's scale of Rates.
26. 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.
27. In case the contractor fails to vacate the port premises allotted to him for site office within the stipulated period after the completion of the work, the Board shall have right to debar such defaulting contractors for future contracts of the Board by blacklisting him and shall also be charged penal lease rental at the prescribed rate.
28. For putting fire, permit will have to obtain whenever required as directed.
29. Free maintenance period - Not Applicable
30. Declaration form to be submitted for Earnest money Deposit
31. The contractor shall quote the prices exclusive of GST .Applicable GST shall be paid on the quoted price .The bidder shall indicate the applicable GST rate on the goods /services in the price bid.

32. GST registration for the bidder is mandatory. Bidder has to enclose attested copy of GST Registration no along with the Tender. The successful bidder has to provide HSN/SAC codes before issue of PO.and GST has to be claimed extra as applicable while submittingthe Bill/bills.

33. 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.

34 .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 (ANNEXURE-A), 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

aAmong 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.
- 34 The Evaluation process shall also be dealt as per Ministry of Finance Order (Public Procurement No.1) F.NO.6/18/2019-PPD 23.07.2020 (ANNEXURE- B) 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.

SUPERINTENDING ENGINEER



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MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
QUOTATION NO. CE/Q - 57 /2021

**Name of Work: “Replacement of the Aluminum window glass filming at VTMS
Centre of Signal station at Headland.”**

SCOPE OF WORK

1. Providing and fixing frosting film on glass panel including cleaning the glass surface..etc complete.
2. Supply of Unskilled workmen for carrying out miscellaneous works at Signal Station at Headland for 8 Hrs. per day. All tools, plant etc. complete

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**Name of work: “Replacement of the Aluminum window glass filming at VTMS
Centre of Signal station at Headland.”**

**DIRECTIONS TO TENDERERS FOR FILLING
THE SCHEDULE OF QUANTITIES & RATES.**

1. Tenderers are required to fill in their percentage rate at the end of the Schedule of Quantities & Rates, in the space provided for the purpose and unless this is done, their tender will not be considered. Only one percentage rate on all Rates of Schedule of Quantities & Rates shall be named.
2. The Percentage Rate inserted shall hold good for all works under this contract, without reference to quantity or location of the work or the variation in the estimated quantity. The works have to be carried as per the specific work orders issued time to time and the completion period mentioned there in.
3. Quantity of each item of work mentioned in the Schedule, should be noted and the item rate worked out carefully, having regard to the specifications before submitting the tender, as no variation in rates etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted. The percentage rate, above or below the Schedule/Estimated rate, indicated at the end of the Schedule of Quantities & Rates, will apply to each item, of the tender and any excess in the item that may be directed to be executed by the Chief Engineer.
4. Tenderers are requested to note that though the contract is for percentage rate, they are required to add or deduct the amount due to this percentage, as the, case may be and work out the final figures(amount of their tenders), at the end of the Schedule of Quantities & Rates.
5. The percentage Rate should be filled on the prescribed format

6. 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/safety equipment's, 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, including income tax, sales tax on works contracts, but excluding GST if any etc. for compliance with conditions of contract and specification.

SUPERINTENDING ENGINEER



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ENGINEERING (CIVIL) DEPARTMENT
QUOTATION NO. CE/Q - 57/2021

APPENDIX - II

**Name of work: “Replacement of the Aluminum window glass filming at VTMS
Centre of Signal station at Headland.”**

SCHEDULE OF QUANTITIES AND RATES

Item no	Description	Unit	Qty	Rate	Amount
1	Providing and fixing frosting film on glass panel including cleaning the glass surface to remove oil stains, dust, old filming any other foreign matter, including all tools & plant, scaffolding, transport, labour & material etc. complete.	M2	30	968.00	29,040.00
2	Supply of Unskilled workmen for carrying out miscellaneous works at Signal Station at Headland for 8 Hrs. per day. All tools, plant etc. complete	No.	10	624.00	6,240.00
				Total	35,280.00

‘A’ Total Amount of Quotation inclusive of all taxes (except GST) = “A” 35,280.00

1. ADD _____% (IN FIGURES)

In words _____

Over the above amount at “A” i.e. _____

OR

2. DEDUCT _____% (IN FIGURES)

In words _____

From the above amount at “A” i.e. _____

**‘B’ Total Quoted Tender Amount inclusive of all Taxes
excluding GST In Figure**

In Words Rupees _____

Rs: _____

Only.

NOTES:

1. Tenderers should score either “ADD “or “DEDUCT” as the case may be.
2. Tenderers are advised in their own interest to inspect the site before tendering.
3. The quantities given above in the schedule of Quantities and Rates are approximate and are furnished for the guidance of the tenderers.

Witness's
Signature: _____
Name : _____
Address: _____

Tel No: _____
Mobile No: _____
Date: _____

Bidder's
Signature: _____
Name: _____
Address: _____

Tel No: _____
Mobile No: _____
Date: _____

BID SECURING DECLARATION FORM

(To be submitted on bidders letterhead)

Date.....

Quotation no:CE/Q-57/2021

Name of the Work :

To

The Chief Engineer Mormugao Port Trust,
Engineering Civil Department,
Headland Sada , Mormugao GOa

I/We, The undersigned, declare that:

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

2.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.

3.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 securing 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)

ANNEXURE A

**MORMUGAO PORT TRUST
ENGINEERING CIVIL DEPARTMENT
Quotation NO CE/Q-57 /2021**

- 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.

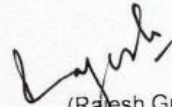
16. Standing Committee: A standing committee is hereby constituted with the following membership:

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

ENGINEERING CIVIL DEPARTMENT
Quotation NO: CE/Q-57 /2021

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

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

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.



(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
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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

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.]"
