



भारत-अन्न-राष्ट्रीय चावल अनुसंधान संस्थान, कटक-753006 (ओडिशा)
ICAR-NATIONAL RICE RESEARCH INSTITUTE
CUTTACK-753006 (ODISHA)
Department of Agricultural Research and Education (DARE)
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An ISO 9001:2015 Certified Institute

NOTICE INVITING TENDER THROUGH E-PROCUREMENT (Two Bid system)

NAME OF WORK: “Construction of pond for Integrated Farming System at Jagatsinghpur District under EAP-252” at NRRI, Cuttack-6

Tender Enquiry No: 02/Civil/Tech/2022-23

Tender published at Website:

<https://eprocure.gov.in>

<http://icar-nrri.in>

CPPP Helpline No : 1800-3070-2232, 0120-4200462, 0120- 4001002



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OPEN TENDER ENQUIRY THROUGH E-PROCUREMENT

Sub: Tender for Civil Work for: **“Construction of pond for Integrated Farming System at Jagatsinghpur District under EAP-252” at ICAR-NRRI, Cuttack-6.**

The Director, ICAR-NRRI, Cuttack invites online quotation OPEN TENDER IN TWO BID SYSTEM through e-tendering method from reputed firms with adequate experience and financial capability for above civil work. The information and Schedule of dated are mentioned below:

Tender Number	02/Civil/Tech/2022-23
Description of work	Tender for Civil Work for : <u>“Construction of pond for Integrated Farming System at Jagatsinghpur District under EAP-252” at ICAR-NRRI, Cuttack-6</u>
Type of Tender	Two Bid System
Date of release of Tender through e-procurement portal	22/04/2022 :: 03:00 PM
Bid submission start date online	22/04/2022 :: 03:00 PM
Last Date & time for submission of online bid	12/05/2022 :: 11:00 AM
Date & time for opening of technical bid	13/05/2022 :: 11:00 AM
Financial bid to be opened	Will be reflected in the Technical Evaluation Report
Bid Validity	90 days from the date of Technical Bid Opening
EMD	Bid Security Declaration should be submitted by bidders along with their bids. (*N.B.)
Tender Fee	No tender fee if bid documents downloaded from CPP Portal/Institute website.
Security Deposit (DLP)	3% of the order value of the work within 7 days of receipt of Work Order in the form of Demand Draft in favor of ICAR-NRRI, Payable at SBI Nayabazar, Cuttack (Code No. SBIN 0002094). The Security Deposit will be retained for a period of one year from date of the completion of the work.
The Tender document is also available at our web-site	http://www.icar-nrri.in and http://www.eprocure.gov.in
Address for communication	The Director, ICAR-NRRI, Cuttack, Pin- 753006
Estimated Cost	Rs. 13,82,250.00 (Excluding GST)

*N.B : According to OM No.F.9/4/2020-PPD GOI,MOF,DOE,PPD,dated:30.12.2021, bidders claiming exemption of EMD under the OM are however required to submit a signed bid security declaration, accepting that if they withdraw or modify their bids during the period of validity of tender or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request in the bids documents, they will be suspended for a period of 36 months from being eligible to submit bids for tenders with ICAR-NRRI, Cuttack.

Assistant Administrative Officer
For and on behalf of the Director
ICAR-NRRI, Cuttack

N.B. :The price bid should be submitted on-line in the “BOQ format of Excel file” only as available in the Tender Notice in CPP Portal (<http://eprocure.gov.in>).

DETAILED TENDER DOCUMENT (TWO BID SYSTEM) :

The Director ICAR-NRRI, Cuttack- 753006 invites online Open Tender in two Bid System through e-tendering method from reputed firms with adequate experience and financial capability for above said civil work from the reputed contractors registered with CPWD, PWD or other Central/State Govt./Semi Govt. agencies. The contractor must submit the following related documents as per given checklist, failing which the technical bid of the firm will not be considered for further process:

CHECK LIST FOR TECHNICAL BID EVALUATION

Sl. No	Document required	Upload the scanned copy	Page No. Of enclosures (if page number of enclosures is not mentioned the technical bid will not be considered)
1.	Scan Copy of EMD (Bid Security Declaration Form)	Pdf	
2.	Scan copy of valid licenses of the firm/ contractor	Pdf	
3.	Scan copy of PAN Card	Pdf	
4.	Scan copy of latest Income Tax return	Pdf	
5.	Scan copy of GST registration certificate issued by Govt. etc. and latest GST return certificate.	Pdf	
6.	Scan copy of tender acceptance letter	Pdf	
7.	Scan copy of dully filled up complete tender document (technical bid part) duly signed and stamped as a token of acceptance of all the terms and conditions of tender document.	Pdf	
8.	Scan copy of Experience of having successfully completed similar works during last 03 years (from Government organization such as CPWD/PWD/Autonomous body etc.) ending lastday of month previous to the one in which bid is invited should be either of the following: Two similar completed works costing not less than the amount equal to 50% of the estimated cost. Or One similar completed works of same/higher amount of the estimated cost. Similar work : Construction/digging of pond etc.	Pdf	
9.	Format of Certificate for Tenders for works under Rule 144(xi) in the General Financial Rules (GFRs), 2019 (Annexure-VII) (Yes/No)	Pdf	
10.	Local content Declaration & Self-Certification as per the Government of India order towards Public Procurement (Preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II) (revised) dated 16.09.2020(To be provided on Rs. 100/-Non-Judicial Stamp paper) Annexure-VIII (yes/No)	Pdf	

NOTE: Only those firms that qualify the technical bid will be considered for opening the financial bid.

SIGNATURE OF THE BIDDER WITH STAMP

Detail of the firm/contractor

1.	Name & Address of Proprietor	
2.	Name & Address of Firm/Contractor	
3.	Email ID	
4.	Mobile No./Telephone No./Fax No.	
5.	PAN No.	
6.	GST No.	
7.*	a.) Name & address of Bank in which Account b.) Account No. c.) IFSC Code No.	
8.	Certificate for Tenders for Works under Rule 144(xi) in the General Financial Rules (GFRs)2017 (Annexure –VII)	
9.	Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated 16.09.2020) (Annexure –VIII)	
10.	Particulars of firm/company partnership/deed/constitution in case of society	

- *A photocopy of cancelled cheque may attach for true information.*

SIGNATURE OF THE BIDDER WITH STAMP

A: General Terms and conditions:

1. Tender Condition regarding Public Procurement (Preference to Make in India) Order and Restrictions under Rule 144(xi) of General Financial Rules 2017

(A) The following clauses are to be treated as part of Instructions to Tenderers.

- (i) The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017-PP (BE-II) date 16.09.2020, further as amended from time to time if any, shall be applicable for this tender.
- (ii) The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- (iii) The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.
- (iv) Procurements where the estimated value is less than Rs. 5.00 lakhs shall be exempt from this order.
- (v) Verification of local content:
- (a) For procurement value upto Rs. 10 crores:** The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide self-certification (as per format enclosed) 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 locations(s) at which the local value addition is made.
- (b) For procurement value above Rs. 10 Crores:** The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in 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.

Tenderers shall submit Declaration as per VIII in their technical bid.

(B) Restrictions under Rule 144(xi) of General Financial Rules 2017 [Order Public Procurement No.1] of DOE, Public Procurement Division, No. F.No.6/18/2019-PPD, dt 23.7.2020] and amendments/clarifications issued subsequently by DOE.

- (i) The provisions contained in Order (Public Procurement No.1) of DOE Public Procurement Division, No. F.No.6/18/2019-PPD, dt. 23.7.2020 and as amended/clarified from time to time, shall be applicable to this tender.
- (ii) The following clauses are to be treated as part of Instructions to Tenderers.

- I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent authority specified in Annex-I of Order (Public Procurement No. I) Dated 23.07.2020.

- 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 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 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 owners for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- (a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- (b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's 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 of 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].

Tenderers shall submit Declaration as per Annexure–VIII in their technical bid

1. The successful bidder will deposit the **performance security deposit (DLP) @ 5 %** of Ordered Value of the work in shape of separate demand draft of any nationalized bank drawn in favour of **ICAR Unit, NRRI** payable at **SBI, Nayabazar, Cuttack** within the stipulated date falling which the order will stand cancelled.
2. The security deposit shall be fortified if the selected firm/contractor does not take up and/or complete the work within the time schedule or the quality of the workmanship is found not up to the mark or not satisfactory.
3. Any dispute in this regard is subject to Cuttack Jurisdiction only.
4. Income Tax/ Labour Cess etc. or any other taxes to be levied as per Govt. norms will be deducted ‘**at source**’ from the bills as per rules.

5. Locations for the Work: The entire works as described in Schedule of Requirements must be undertaken at ICAR-NRRI, Cuttack-6

6. Order Placements: The Work Order shall be released by: Director, ICAR- NRRI, Cuttack-6

7. The payments shall be released by **The Director, ICAR- National Rice Research Institute, Cuttack-6**

8. Amendment to Bidding Documents

- a. At any time prior to the deadline for submission of bids, ICAR-NRRI may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- b. The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice in print media / website. The amendments/ modifications will be binding on the bidders.
- c. ICAR-NRRI, at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

9. Submission of Bids- Online PDF format only.

The Bid documents shall be neatly arranged. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

***N. B:**

10. Deadline for Submission of Bids – Online Only.

- a. Bids must be received by ICAR-NRRI before the due date and time at the address specified in the tender document.
- b. ICAR-NRRI may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified in the website.

11. Late Bids

ICAR-NRRI shall not be responsible and liable for the delay in receiving the bid for whatsoever reason.

Bid Opening & Evaluation of Bids

- a. The technical bids will be evaluated in two steps.
- b. The bids will be examined based on eligibility criteria as stipulated to shortlist the eligible bidders.
- c. The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated.

12. Comparison of Bids

- a. Only the short-listed bids from the bid evaluation shall be considered for commercial comparison.
- b. The commercial bids will be evaluated on the basis of prices quoted. The contract will be awarded to lowest evaluated bidder.

13. Award of Contract

- a. ICAR-NRRI shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid.
- b. ICAR-NRRI reserves the right to increase or reduce the quantity to be procured.
- c. If more than one bidder happens to quote the same lowest price, the firm have been more experience will be awarded the work and if experience of both firm remains same, ICAR-NRRI reserves the right to decide the criteria and further process for awarding the contract, decision of ICAR-NRRI shall be final for awarding the contract.

14. Purchaser's Right to amend/cancel.

- i. ICAR-NRRI reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Work, technical specifications etc.
- ii. ICAR-NRRI reserves the right to cancel the entire tender without assigning any reasons thereof.

15. SPECIAL CONDITIONS OF CONTRACT (SCC)

Prices

- The price quoted shall be considered and no price escalation will be permitted.
- The prices quoted must be inclusive of all other taxes/levy excluding GST.

16. Security Deposit (SD) (Defective Liability Period (DLP)):

The successful bidder will be required to furnish the Security Deposit (DLP) in INR equivalent to 5% of the order value within 7 days of receipt of Work Order. The Security Deposit should be submitted in the form of Demand Draft drawn in favour of ICAR unit, NRRI payable at SBI, Nayabazar. The Security Deposit will be retained for a period of one year from the date of the completion of the work.

17. Payments:

Payment will be made after 100% completion of the work on actual measured quantity basis and acceptance by ICAR-NRRI through NEFT.

Penalty for delayed Completion of the works:

ICAR-NRRI reserves the right to levy penalty @ of 0.5% of order value per week of delay beyond the scheduled date completion / execution of the order successfully, subject to maximum of 10 % of the order value. ICAR-NRRI reserves the right to cancel the order in case the delay is more than 4 weeks.

18. Class of Contractor – Minimum ‘C’ Class

Other General Terms and Conditions

- a) After completion of work if within one year, any defect, or damage or poor workmanship is noticed; the same shall be rectified by the contractor within 10 days failing which the Security deposit shall be forfeited.
- b) Taxes viz. Income Tax, Cess on I.T., TDS on GST, Labour Cess, (as per applicable) and such other taxes levied by Government from time to time will be deducted from the work bill, **Labour cess @ 1% of the gross value of work to be deducted from the contracts bill and to be remitted to the ‘Odisha Building and other Construction Workers’ Welfare Fund”**.
- c) Payment will be made after 100% completion of the work on actual measured quantity basis and acceptance by ICAR-NRRI through NEFT/RTGS/e-Payment.
- d) No part payment will be made for execution of the work.
- e) Work order will be issued to the successful bidder after completion of all formalities of ICAR-NRRI, Bhubaneswar. The successful bidder has to enter an agreement after receipt of work order and before start of the work. If the bidder does not start the work within 7 days of issue of work order or does not represent to the Director, ICAR-NRRI, Cuttack stating a valid reason such as interference of natural phenomena or the circumstances beyond his control, the work order shall be deemed to be withdrawn without any notice and suitable action against the firm as per the provision of bid security declaration will be taken. Decision of the ICAR- NRRI, Cuttack in this regard is final and binding on the tenderer.
- f) Rates quoted by the bidder will be valid till completion of the work.
- g) In case the work order is placed for execution, it will be incumbent on the tenderer to abide these terms and conditions and complete the work as per the schedule of works to the best satisfaction of the In-Charge, Engineering Section/SIC OFRRC failing which the EMD will be forfeited and the tenderer is liable to pay the loss to be incurred by ICAR- NRRI, to carry out the work/balance of work through any other agency.
- h) If any damage occurs to ICAR - NRRI property during execution of work including dismantling the same will be borne /repaired by the tenderer. For this reason, the tenderer is advised to inspect the work site before submitting the tender.
- i) Director, ICAR- NRRI is not bound to accept the lowest or any other tender and also reserves the right to reject any or all the quotations without assigning any reason thereof.
- j) The tenderer will be abide by the contract labour act, minimum wages act and other labour related acts, applicable during execution of the work.
- k) The workers will be personnel of the tenderer and ICAR- NRRI will have no responsibility whatsoever to them. Any liability that may arise due to death/injury to any of the workers while executing the work will be borne by the tenderer.
- l) In case of any dispute on execution or other issues related to this work, the decision of the Director, ICAR- NRRI will be final and binding.
- m) Successful bidders will have to enter into a detailed contract agreement (format attached) with ICAR- NRRI on non-judicial stamp paper of Rs.100/- (Rupees one hundred only).

N.B. : The price bid should be submitted on-line in the “BOQ format of Excel file” only as available in the Tender Notice in CPP Portal (<http://eprocure.gov.in>).

Yours faithfully,

Assistant Administrative Officer
For and on behalf of the Director
ICAR-NRRI, Cuttack

TENDER ACCEPTANCE LETTER
(To be given on Firms/Agency Letter Head).

To,
The Director,
ICAR-National Rice Research Institute,
Cuttack-753006 (Odisha)

Dear Sir,

I/we have read all the particulars regarding the general information and other terms and conditions of the mentioned in the tender documents for the job work “” and agree to provide the services as desired I the schedule herein or such portion thereof as you may specify in the acceptance of the tender at the rates given below and I/we agree to hold this offer open till 180 days. The rates quoted will be valid till completion of the work.

The corrigendum(s) issued from time to time by our department/organization too has also been taken into consideration,while submitting this acceptance letter.

I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.

I/ We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of thefully said earnest money deposit absolutely.

Yours faithfully,

Authorized Signatory,
(Signature of the Bidder, with Official Seal)

DRAFT SPECIMEN AGREEMENT
AGREEMENT FORMAT

Name of the work: “ _____ ”

Work Order No: _____ DATE: _____ AMOUNT _____

This agreement is made at ICAR-NRRI, Cuttack – 753006 on (Date.....) between the Director, ICAR-NRRI, Cuttack, - 753006 (Hereafter called Institute) which items shall include its successors, assignees etc. on the first part and (name and address of the firm/contractor) _____ (Hereafter, called the Firm) __ which items shall include its authorized representatives, successor, assignees, etc., on the other part.

The Contractor/Agency will perform the said works in the said orders and shall execute the same with great promptness and accuracy in a workman like manner to the best satisfaction of the Director, ICAR- NRRI, Cuttack and will complete the same in accordance with the said specification and terms and conditions laid down in the above said work order. The ICAR- NRRI will pay or cause to be paid to the contractor for the said works on final completion of the work(s) thereof and amount due in respect thereof at the rate specified in the schedule here to refered. If during the performance of the work any theft, damage or losses to the property of ICAR- NRRI is caused by contractor, but not occurring by or arising out by Acts of God (Natural Calamity), or warlike operations the same will be made good by contractor at his/her own cost.

In case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director, ICAR- NRRI, Cuttack -753 006 shall have power to terminate the contract without assigning any reason thereof.

In case of any loss or damage to the property of the Director, ICAR-NRRI, Cuttack -753 006, which is attributable to the firm, the full damages will be recovered from the firm. The firm shall not transfer its right of work or sub-contact to anyone else.

The firm or its workers shall not misuse the premises for any purpose other than for which contact is awarded
In case any accident/loss of life of the workers occurs during contract period and if any compensation is awarded, the same shall be borne by the firm.

The firm shall provide a coordinator for immediate interaction with the Director, ICAR- NRRI, Cuttack -753 006.

The terms and conditions as stipulated in the tender documents shall be part of this agreement.

Signature of contractor/Firm

For and behalf of ICAR

Signature of witnesses with address

- 1.
- 2.

DRAFT SPECIMEN

BID SECURITY DECLARATION FORM
(To be given on Firms/Agency Letter Head).

I/We _____(Proprietor/authorize representative) of the _____(Name of the firm/agency) applying/participating in the bid invited by ICAR-NRRI, Cuttack for.....(Name of the Work) hereby accept that if I/We withdraw or modify my/our bids during the period of validity etc., I/We will be suspended for a period of 36 months from being eligible to submit bids for any tender with ICAR-NRRI, Cuttack. Other suitable legal/administrative action may also be taken as per rules against me/us _____(Name of the firm/agency).

Yours faithfully,

Authorized Signatory,
(Signature of the Bidder, with Official Seal)

Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To
(Name and address of Tender Inviting Authority)

DECLARATION BY AUTHORISED SIGNATOR OF THE FIRM

Dear Sir,

Ref: Your Tender No. _____ dated _____
I/We, the undersigned, _____ (full name),
do hereby declare, in my capacity as

_____ of M/s.
_____ (name of bidder entity), that

1. I have read the Orders (Public Procurement No. 1,2 &3) dated 23rd July 2020 & 24th July 2020 on the subject of Restrictions under Rule 144(xi) of the General Financial Rule (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.
2. I/we certify that M/s. _____ (name of bidder entity)
a) **is not from such a country.** I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered OR,
b) **is from such a country** (strike out whichever is not applicable), and 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 is attached]
3. I/We the Bidder agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource any work and/or any part thereof to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained. I/we hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered and I/We submit the proof of registration herewith [Wherever applicable, evidence of valid registration by the Competent Authority shall be attached]
4. I understand that the submission of incorrect data and /or if certificate/declaration given by M/s. _____ (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of Public Order on Restrictions under Rule 144(xi) of the General Financial Rules (GFR's) 2017.
5. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No. 1,2 & 3) dated 23rd and 24th July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order which shall have the same meaning for the purpose of this Declaration cum Undertaking.

Executed at _____ on this the _____ day of _____

By Authorized Signatory

(Signature and Name)
Seal of the Bidder

*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP (BE-II), (revised) Dated 16.09.2020.

(TO BE PROVIDED ON Rs.100/- NON-JUDICIAL STAMP PAPER)

I _____ (Name of the Person(s), S/o _____ at (Address) working as _____ (Designation and name of the firm/Company/partnership/Joint venture), and I have been authorized to sign the Declaration/ Self-Certification on behalf of firm/Company/partnership/Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated. 16.09.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content.

That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017-PP(BE-II), (revised) Dated 16.09.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced.
- iv. Percentage of local content.

Signed by me at _____ on _____(dated)

Authorized signatory

(Name of the Firm entity)