

MISHRA DHATU NIGAM LIMITED A Government of India Enterprise P.O Kanchanbagh, Hyderabad-500058, TS, India Phone: 040-24184646 Email: amitsingh.kumar@midhani-india.in	INVITATION TO TENDER No. : MDN/PUR/15246277/ADVT/075/25-26 Date : 08.05.2025 Due Date : 20.05.2025 TIME : 10:00 Hrs Opening Date : 20.05.2025 TIME : 10:30 Hrs
	<p><u>Your Offer should contain the following information.</u></p> 1) Unit Rate both in figures & words and Price Basis 2) Validity Period of the offer 3) Quantity / Trade discount, if any 4) Delivery Schedules 5) Mode of Dispatch 6) Terms of Payment 7) GST Taxes applicable with rate Percentage

Dear Sirs,

You are requested to send your offer in duplicate for the following items through post or by **E-Mail**, as per the Terms & Conditions mentioned herein, in sealed envelope super scribed with Invitation to Tender No. & Due Date.

DESCRIPTION: SUPPLY OF DIE BOX

S. No	MATERIAL	Estimate Requirement		Delivery Required
	DESCRIPTION & SPECIFICATION	QTY.	UNIT	
1.	ES50-001-00353 COMPLETE DIE BOX WITH MOTORIZED SOAP APPLICATOR, WATER COOLING AND ENTRY GUIDING ROLLERS FOR DIE CASING SIZE 80X45MM	01	Number	Within 06 Weeks from the date of PO Placement

Note: Please confirm whether you are MSME Unit or MSME Unit owned by SC/ST Entrepreneur. If yes, please submit latest valid documentary proof for extending benefits as per government guidelines.

PLEASE READ THE TERMS & CONDITIONS GIVEN OVERLEAF

1. SECURITY DEPOSIT:

The successful tenderer/Bidder shall be required to furnish SD amount of 5% of purchase order value within 21 days from the date of Purchase Order.

In case SD is not submitted within 21 days from the date of PO, interest @ 12% pa shall be levied for the period of delay beyond 21 days

- Offer your firm lowest prices, as price negotiations will not normally be held.
- Envelopes shall be invariably super scribed with enquiry No. & Due Date.
- Indicate your GST details along with **HSN Code** in your offer. Compliance to GST return and E-Invoicing as per Annexure enclosed.
- Payment terms:**
100% against the party's invoice within 30 days from the date of receipt of material at the site in satisfactory condition and acceptance thereof

Note: All payments shall be processed within 30 days from the date of receipt of necessary documents or date of receipt and acceptance of Goods/Services whichever is later.

6. The price shall be quoted on F.O.R. Midhani basis including GST etc. (if applicable)
7. Tenders will be opened on the date & time indicated above in the presence of Tenderers who choose to be present.
8. SSI Units registered with NSIC will be extended benefits as per Government Guidelines subject to documentary evidence.
9. **Please adhere to delivery schedule strictly; extension of delivery period will be given only with imposition of liquidated damages.**
10. For any technical clarifications contact Mr. K. Chandravathi. Ph. No: 91549-51850
and for commercial clarifications contact Mr. Amit Kumar Singh, Manager (Purchase), Ph. No. 040-2418 4646
11. Email offer is also accepted.

Thanking you.

Yours faithfully,
For MISHRA DHATU NIGAM LIMITED



Amit Kumar Singh
Manager (Purchase)

मित कुमार सिंह / AMIT KUMAR SINGH
प्रबंधक (क्रय) / Manager (Purchase)
मिश्र धातु निगम लिमिटेड / Mishra Dhatu Nigam Limited
कंचनबाग, हैदराबाद-58 / Kanchanbagh, Hyd-58

SPECIFICATION			
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	Supply of the following DIE BOX for Bull Block Machines:		
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S.NO	ITEM CODE	DESCRIPTION	QTY(NOS)
1	ES50-001-00353	COMPLETE DIE BOX WITH MOTORIZED SOAP APPLICATOR, WATER COOLING AND ENTRY GUIDING ROLLERS FOR <u>DIE CASING SIZE 80X45MM</u>	01

	<p><u>Note:</u> 1. Procurement of Raw Material required for manufacturing of all the components in Supplier Scope.</p> <p>2. The Die Box should be suitable for Die Casing Size 80X45mm for the Bull Block Machine with Capstan Dia 760mm.</p> <p>3. Water Cooling attachment with inlet and outlet ports to be provided.</p>		
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Acceptance Criteria:

Physical inspection after the receipt of material inside Midhani, and suitability to the Existing Bull Block Machine with Capstan Dia 760mm.

Delivery Period: Within 4-6 weeks from the date of P.O.

Price Bid Format:

Sl.No.	Description	Quantity with UOM	Unit Price ext GST (in Rs.)	Total Price excl GST in Rs.	HSN/SAC Code	GST (%)
1.	ES50-001-00353 COMPLETE DIE BOX WITH MOTORIZED SOAP APPLICATOR, WATER COOLING AND ENTRY GUIDING ROLLERS FOR <u>DIE</u> <u>CASING SIZE 80X45MM</u>	01 Number				

*Please quote the price in above format.

GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

1. DEFINITIONS:

PURCHASER:

The term "Purchaser" as used herein shall mean Mishra Dhatu Nigam Limited, incorporated under the Companies Act, 1956, and having its registered office at P.O. Kanchanbagh, Hyderabad - 500 058, India, and shall include its successors and assigns.

TENDERER:

The term "Tenderer" shall mean the person, firm or corporation submitting a tender against the Invitation to tender and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns.

2. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry Shall be deemed / to have read and understood the same.
3. **PRICE VARIATION:** Tenderers shall offer firm prices. No escalation of any kind whatsoever shall be allowed by the Purchaser under the Contract/Order.
4. Where counter terms and conditions have been offered by the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser
5. The offer should be complete in all respects. Full particulars and descriptive literature and drawings should be forwarded along with the quotation. The make of the items offered should be clearly specified. Materials should be offered strictly confirming to our specifications. The deviations if any, should be clearly indicated in the quotation. Test certificates must be produced, wherever required where stipulated samples should be forwarded along with the quotation. Material confirming to IS will be preferred.
6. **PRICE:** The prices must be unit shown inclusive of packing, forwarding, insurance, Octroi duty and delivery charges and should be on FOR destination basis. Offers from local suppliers should be for free delivery at our stores
7. **TAXES:** The Tenderer shall indicate their GST Registration Number in the quotation with HSN code and applicable rate.
8. **DELIVERY:** As per NIT.
Preference will be given to ex-stock offer. Suppliers submitting offer on forward, delivery basis must indicate the earliest guaranteed delivery date by which the material will be dispatched/ delivered free at our stores from the date of receipt of order. Offers indicating terms such as 'EX-Stock' subject to prior sale, goods remaining unsold as early as possible will not be entertained. The date after the third day of issue or the order will be considered as the date of receipt of the order.
9. **RIGHT OF ACCEPTANCE:** The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the

GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

quantity offered. Within a period of six months from the date of completion of the order, the Purchaser further reserves the right to place order on the successful tenderer for an additional upto 100% of the original ordered quantity.

10. TERMS OF PAYMENT: As per NIT

11. INSPECTION: The Purchaser reserves the right to get the Stores inspected before commencement of supplier/ or on arrival at our factory by an inspecting officer authorized by the Purchaser. The Tenderer should be in a position show and/ or send samples of material on demand.

12. PACKING: The stores should be securely packed and properly marked to avoid loss or damage in transit by Rail /Road /Air.

13. TO RECOVER LIQUIDATED DAMAGES: In the event of unsatisfactory delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of 1% of the total contract price per week or part there of subject to a maximum of 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.

14. RISK PURCHASE: The supply of all items must be completed satisfactory and within the specified period in the order failing which, the Purchaser reserves the right to purchase stores from other sources at the suppliers cost and risk.

15. GUARANTEE: The supplier shall guarantee the store supplied in respect of good design, quality and workmanships for a period of 12 months from the commissioning or 18 months from the date of supply whichever is earlier.

16. VALIDITY: The offer should be valid for a minimum period as per NIT from the opening of quotation.

17. Earnest Money Deposit (EMD): Tenderer/Bidder are required to furnish EMD of amount specified in tender (NIT) Through Online or in the form Bank Guarantee (BG) is acceptable.

MIDHANI Bank Details	Name of the Firm	:	M/s. Mishra Dhatu Nigam Limited
	PAN No.	:	AABCM6345A
	Bank Name	:	HDFC Bank Ltd.
	Branch Address	:	Lakdikapul Branch, Hyderabad.
	Account No.	:	00210330000440.
	IFSC Code	:	HDFC0000021
	MICR Code	:	500240002
	SWIFT Code	:	HDFCINBBHHYD
	Type	:	Current account.

In case of EMD/SD in the form of Bank Guarantee (BG), bidder shall submit BG as per format in the tender document,

GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

- i. In Indian Currency – from a Nationalized Bank or Scheduled Bank encashable in India.
- ii. In Foreign Currency – from SBI, Frankfurt/ SBI, New York / any Nationalized Bank or Scheduled Bank encashable in India.
- iii. EMD Bank guarantee shall be valid for a period of 90 days.
- iv. Security Deposit Bank guarantee shall be valid till material is received and accepted at Midhani.

EMD Exemption:

(I) As per Public Procurement Policy (PPP) for Micro & Small Enterprises (MSEs) order, 2012 vide Gazette notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt of India, the following benefits will be extended to the MSEs.

EMD is exempted for Micro & Small Enterprises (MSEs) registered with DIC/NSIC/KVIC/Udyog Aadhar Memorandum (UAM) issued by MoMSME or any other body specified by Ministry of MSME.

Purchase Preference: The following Purchase preference procedure is followed as per Ministry guidelines for award of quantity/order

Type of Tender	Price quoted by MSE	Finalization of tender
(i) If tender can be split	L-1	Full order on MSE
(ii) If tender can be Split	Not L-1 but within L1+15%	20% order on MSE subject to matching with L-1 price
(iii) If tender cannot be split	L-1	Full order on MSE
(iv) If tender cannot be split	Not L-1 but within L-1 +15%	Full order on MSE subject to matching with L-1 Price

Note:

(i) In case more than one MSE enterprise quotes same price, the supply/order shall be shared proportionally (to tender quantity) if tender can be split.

(ii) If the MSE who have quoted lowest rate among the MSEs in the price band of L-1 + 15% do not agree to match the rate of L-1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1+15% in order shall be given chance to match the rate of L-1 for award of the quantity/order.

(ii) All Central PSU's & Government departments / Authorities as well as Original Raw Material Manufacturers may be exempt from submission of EMD in all tenders.

18. **Security Deposit (SD):** The successful tenderer/Bidder shall be required to furnish SD as specified in tender (NIT) within 21 days from the date of Purchase Order. In case SD is not submitted within 21 days from the date of Purchase Order, interest @ 12% p.a. shall be levied for the period of delay beyond 21 days.

Even in the case of EMD exemption for eligible parties, Security Deposit to be submitted if PO is placed. Security Deposit shall be refundable after material is received and accepted.

SD Exemption: All Central PSU and Govt. departments may be exempt from submission of SD in all tenders.

19. **Make in India:**

In line with Public Procurement (Preference to Make in India), Order 2017 & its amendments, notifications etc. issued by Govt. of India will be applicable for this tender.

GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

20. ADDENDA TO TENDER DOCUMENTS:

The Purchaser reserves the rights to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clauses or items stated in the tender documents issued with this Invitation to Tender. Each addendum issued will be uploaded on MIDHANI e-Procurement website. (<https://eprocuremidhani.nic.in/nicgep/app>)

21. NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER:

The tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to or incurred by them, through or in connection with their submission of tenders even though the Purchaser may elect to withdraw the invitation to tender.

22. LOWEST TENDER NOT NECESSARY TO BE ACCEPTED:

The Purchaser is not bound to accept the lowest or any tender or to assign reasons for its non-acceptance. The Purchaser also reserves the right to accept the tender either in whole or in part.

23. PRICE NEGOTIATIONS:

Price negotiations as such shall not be held, except in the case of negotiations with the lowest tenderer and accordingly, the tenderers shall have to submit their best commercial bids.

24. Loading in case of Commercial deviations: In case of any acceptable commercial deviation, MIDHANI may evaluate the prices with appropriate loading at One year MCLR rate + 0.5% of SBI prevailing on the date of Technical bid opening.

The comparative assessment of offers received would be made on equal footing taking into account the financial implications for the deviations in terms and conditions. Conditional discounts offered by the tenderers for coverage within a shorter period for early inspection / payment etc., shall not be considered at the time of evaluation of tenders.

25. ARBITRATION:

Any dispute(s) or difference(s) whatsoever arises under or out of or in connection with the EOI/contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be resolved/settled amicably, through mutual negotiation; failing which the differences shall be resolved by way of arbitration in accordance with the India International Arbitration Centre (IIAC) Arbitration Rules 1996. The authority to appoint the arbitrator(s) shall be the India International Arbitration Centre (IIAC) And will provide administrative services in accordance with India International Arbitration Centre (IIAC) Arbitration Rules 1996. The seat of arbitration shall be India. The language of the arbitration proceeding shall be English. The place of arbitration proceedings shall be Hyderabad, Telangana, India.

In case of PSU/Government organization DPE guidelines in force or as amended from time to time shall be applicable. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government dept./Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Dept.), such disputes or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/ 2013- DPE (GM)/FTS-1835 dated 22/5/2018 or the latest DPE Guidelines issued from time to time.

GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

26. **Jurisdiction:** The contract shall be subject to the exclusive jurisdiction of the courts within the local limits of Hyderabad, Telangana, India.

27. **BANKRUPTCY ETC.:**

If the Contractor shall become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any asset thereof or compound with his creditors, or being a corporation commence to be wound up, or carry on its business under a

Receiver for the benefits of its creditors or any of them, the Purchaser shall be at liberty:

To terminate the contract forthwith upon coming to know the happening of any such event as aforesaid by notice in writing to the Contractor or to the receiver / liquidator

OR

To give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

28. **CANCELLATION / SHORT CLOSURE OF PURCHASE ORDER**

The purchaser may, without prejudice to any other remedy for breach of Purchase Order Terms by written notice of default sent to supplier, terminate the purchase order in whole or in part:

a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the purchase order, or any extension thereof granted by the Purchaser.

b) If the supplier fails to perform any other obligation under the purchase order within the period specified in the purchase order or any extension thereof granted by the purchaser.

c) Purchaser reserves the right to cancel the Purchase Order/ contract on its own under exceptional circumstances

29. **REJECTION :**

The rejected goods at MIDHANI premises will lie at the risk of the Vendor. They should be replaced immediately on receipt of an inspection memo showing the details of goods rejected. In case the rejected goods are not replaced within six weeks from the date of receipt of the inspection memo, MIDHANI is not responsible for any loss, damage and theft, and in addition, MIDHANI reserves the right to recover such amount as may be assessed on account of storage and incidentals or any other charges MIDHANI may have incurred.

The vendor has to lift the rejected material from MIDHANI within 6 months from the date of receipt of the inspection memo. In case of rejected goods are in MIDHANI for more than 6 months, MIDHANI reserves the right to dispose of the same and Vendor shall not have any right for claiming the goods or damages thereof

GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

30. Only one vertical (Company) from a group of companies will be eligible to participate in the tender. MIDHANI reserves the right to reject the bids of all such parties summarily, if it is found that verticals under the same organizations have participated.

31. COUNTERFEIT PARTS:

MIDHANI requires its supplier to take steps to eliminate the counterfeit (or) suspect counterfeit materials/ parts/ components. We define Counterfeit work as items that are, or contain, unlawful or unauthorized reproductions, substitutions or alterations that have been knowingly mismarked, misidentified or otherwise misrepresented to be an authentic, unmodified material/ parts/ component from the original manufacturer. Unlawful or unauthorized substitution includes used items represented as new or the false identification of Grade, Serial number / Heat number, Lot number and date code or performance characteristics/Test certificate/Coc / CoA. Suppliers of raw materials/ parts/ components are used fulfilling Purchase orders of MIDHANI LTD. Distributors shall only purchase materials/ components directly from original manufacturers.

32. TRADE PRACTICES:

Supplier will, at all times, refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices. Supplier shall at its expense obtain any and all permits, licences, authorizations, and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in connection with its activities hereunder. Supplier shall ensure that its employees are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety, and
- Their contribution to the importance of ethical behaviour.

33. Packaging:

Packaging to be done with bio degradable material to the extent possible. Supplier should ensure Safe packaging avoiding sharp edges.

34. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered upto 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

35. REPEAT ORDER: "The Purchaser may issue Repeat Order increasing the quantity upto 100% of original Purchase Order quantity within two years from the date of Original order and completion of original Purchase Order supplies, subject to no downward trend in prices by giving reasonable time/notice to the Supplier."

36. Note: Kindly upload the documents such as MSME, MII, EMD or any relevant documents in the designated places to avoid ambiguity.

Zero Defect Zero Effect (ZED)/ Lean Certification for MSMEs:

Ministry of MSME has implemented Zero Defect Zero Effect (ZED) and Lean Certification Programmes for MSMEs across the Country aimed at boosting the Manufacturing Capabilities of MSMEs in the country. In this regard, MSMEs are requested to immediately adopt these certification programmes which shall help both your organisation and also us being your customer in capacity building as well as improvement of quality of the products by improving manufacturing process, reducing defect s, enhance product quality in-line with Global Standards.

MSME Bidder participating in the tender should preferably have the Zero Defect Zero Effect (ZED) certification (Gold/Silver Level) or Lean Certification (Intermediate/Advanced Level) whichever is applicable. Cop y of the Certificate may be enclosed along with the Techno Commercial Offer.

Compliance to GST return and e-invoicing:

1. The GST invoice to be submitted by registered supplier shall be in accordance with provisions of Sec 31 of CGST Act, 2017 and shall contain all particulars specified in rule 46 of CGST Rules including HSN/SAC codes.
2. Wherever E-invoice is applicable as per provisions of GST Act and notifications issued from time to time, bills will be processed only on submission of E-invoice (in addition to all other relevant documents). If E-invoice is not applicable, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-A.
3. Further to above, if the aggregate turnover of the supplier exceeds threshold limits as notified by Government of India at any future date, then E-invoice shall be applicable and the bidder has to comply with required provisions of GST Law.
4. Supplier need to give declaration whether he is filing GSTR-1 and GSTR-3B on monthly basis or quarterly basis. If supplier is filing /opted for GSTR-1 and GSTR-3B on Quarterly basis, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-B.
5. If the supplier is filing returns on monthly basis, payment will be made only after filing of GSTR-1 and GSTR-3B of the respective month including availability of invoice in GSTR-2B (It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act).
6. If supplier is filing / opted for GSTR-1 and GSTR-3B on Quarterly basis, only the base amounts will be paid initially and release of GST amounts will be made only after quarterly filing of GSTR-1, GSTR-3B of corresponding months including availability of invoice in GSTR-2B (It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act). After filing of GSTR-1 and GSTR-3B Supplier has to intimate the same to Purchase Department along with copies of GSTR-1 and GSTR-3B for onward intimation to Finance Department.
7. In case MIDHANI is unable to avail GST credit within time limit specified under the GST Act due to delay in filing and /or intimation regarding filing of GST returns by supplier or due to any other fault of supplier, corresponding GST amounts will not be paid to supplier.

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

We M/s. having PAN and GSTIN Registration Number hereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for the previous financial year does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law").

Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice, Debit Note and credit note in compliance with the required provisions of GST Law (E-Invoice).

I/Weacting on behalf of (Company name) in the capacity of (designation) and keep it indemnified against any losses, damages (or) costs which it suffers (or) incurs due to beach on our part of this declaration.

LEGAL NAME :

TRADE NAME :

TAX PAYER TYPE :Regular

Thanking you.

Yours Truly,

For M/s.....

Authorized Signatory Name:

Designation:

Stamp:

Annexure-B

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

We M/s. having PAN and GSTIN Registration Number hereby confirm that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) was not more than prescribed limit for Quarterly filing and we are anticipating that turnover for the Current Financial year also will be within the prescribed limit. Hence, we opt to file GSTR-1 and GSTR-3B returns on a Quarterly basis for the Financial year 2020-2021(January 2021 onwards). We are hereby agreeing to file GSTR-1 and GSTR-3B on or before due dates as per provisions of GST Act and Rules thereunder. In case we revise option / required to file GSTR-1 and GSTR-3B on monthly basis, same will be intimated immediately and complied with.

Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall file returns compliance with the provisions of GST Act or rules made thereunder.

I/Weacting on behalf of (Company name) in the capacity of (designation) and keep it indemnified against any losses, damages (or) costs which it suffers (or) incurs due to breach on our part of this declaration.

Our GST details as per GST Registration certificate are as below:

LEGAL NAME :

TRADE NAME :

Thanking you.

Yours Truly,

For M/s.....

(Authorized Signatory)

Name:

Designation:

Stamp:

INSTRUCTIONS TO THE BIDDER

1. The Tender has to be submitted in **SINGLE BID SYSTEM** failing which the tender will be liable for rejection. All technical matters, Testimonials, credentials, commercial conditions i.e. Technical Bid and Price has to be mentioned in Cover-I i.e. Price Bid (BOQ). (Note: The other commercial terms & conditions of your quotation/offer should be mentioned separately in ATC (Agreed Terms and Condition) which will be upload in cover I in PDF format). All bids are to be submitted on-line on the website <http://eprocuremidhani.nic.in> No bid shall be accepted off-line. No consideration for wrong entries/errors will be allowed and firms are advised to carefully indicate the applicable taxes and duties amount.

2. Price bid: The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in respective folder. For Item-wise BOQ format, the bidder may quote for any or all the tendered items and the L-1 will be decided for each item separately and for Item-Rate BOQ format, the bidder shall quote for all the tendered items and the L-1 will be decided on total value basis and not on individual item basis. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction will be rejected.

3. Clarification of Bid: The bidder may seek clarification on-line within the specified period. His identity will not be disclosed by the system. However, the management will clarify as far as possible the relevant queries. The clarifications given by the department will be visible to all the bidders or only the bidder who raised the clarification query, intending to participate in the tender.

4. Submission of Bid:

a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal <http://eprocuremidhani.nic.in> with valid Digital Signature Certificate (DSC) of Class III issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. The online Registration of the Bidders on the portal will be free of cost and one time activity only. Procedure to submit On-line Bids: For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal where detailed procedure for submission of bids is available under the section "Bidders Manual Kit".

b. The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

c. In case the Tender Committee finds that there is some error/omission in scanning & uploading the Technical Cover document by a bidder, the same will be specified on-line under shortfall documents by Evaluator normally within short duration of Technical-bid (Part-I)

opening, indicating the start date and end date giving specific time for on-line submission by bidder. The bidder will get the intimation about this through a standard system generated e-mail and will re-upload the same within specified period. No additional time will be allowed for on-line submission of document.

5. Modification and Resubmission of Bid: The bidder may modify and resubmit the bid on-line as many times as he/she may wish, only before the deadline of submission of tender.

6. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder's responsibility to check the status of their Bid on-line at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.

7. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, MIDHANI shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

8. One Bid per Bidder: Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

9. Force Majeure: a) Unforeseeable causes beyond the control and without any fault or negligence of either party which effect delay or failure to fulfill this agreement partially or wholly shall be regarded as force majeure and shall include causes such as Act of God, War Fires, Floods, Epidemics, Quarantines, Govt. Restrictions Strikes, Earth Quake. etc.

b) The occurrence of case of force Majeure shall be notified by the party affected by it to the other party immediately by cable/fax and confirmed by registered air mail letter, stating the nature of occurrence accompanied by a certificate issued by Chamber of Trade/Commerce or by the Ministry of Shipping, Government of India, New Delhi as the case may be. The same procedure shall be observed when the case of force majeure ceases.

10. The MIDHANI reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vanija Bhawan, New Delhi
Dated: 19 July, 2024

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, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 19.07.2024 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.

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'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.

'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'.

2A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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 procurement 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.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

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 procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement 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 procurement 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.
- (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, procurement 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.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from 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 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. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. 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.
- e. 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.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. 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.
- h. 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 9

i below.

- i. 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 procurement 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.
 - 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.
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.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) 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

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.



(Himani Pande)

Additional Secretary to the Government of India

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Compliance to GST return and e-invoicing:

1. The GST invoice to be submitted by registered supplier shall be in accordance with provisions of Sec 31 of CGST Act, 2017 and shall contain all particulars specified in rule 46 of CGST Rules including HSN/SAC codes.
2. Wherever E-invoice is applicable as per provisions of GST Act and notifications issued from time to time, bills will be processed only on submission of E-invoice (in addition to all other relevant documents). If E-invoice is not applicable, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-A.
3. Further to above, if the aggregate turnover of the supplier exceeds threshold limits as notified by Government of India at any future date, then E-invoice shall be applicable and the bidder has to comply with required provisions of GST Law.
4. Supplier need to give declaration whether he is filing GSTR-1 and GSTR-3B on monthly basis or quarterly basis. If supplier is filing /opted for GSTR-1 and GSTR-3B on Quarterly basis, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-B.
5. If the supplier is filing returns on monthly basis, payment will be made only after filing of GSTR-1 and GSTR-3B of the respective month including availability of invoice in GSTR-2B(It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act).
6. If supplier is filing / opted for GSTR-1 and GSTR-3B on Quarterly basis, only the base amounts will be paid initially and release of GST amounts will be made only after quarterly filing of GSTR-1, GSTR-3B of corresponding months including availability of invoice in GSTR-2B (It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act). After filing of GSTR-1 and GSTR-3B Supplier has to intimate the same to Purchase Department along with copies of GSTR-1 and GSTR-3B for onward intimation to Finance Department.
7. In case MIDHANI is unable to avail GST credit within time limit specified under the GST Act due to delay in filing and /or intimation regarding filing of GST returns by supplier or due to any other fault of supplier, corresponding GST amounts will not be paid to supplier.

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

We M/s. having PAN and GSTIN Registration Number hereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for the previous financial year does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law").

Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice, Debit Note and credit note in compliance with the required provisions of GST Law (E-Invoice).

I/Weacting on behalf of (Company name) in the capacity of (designation) and keep it indemnified against any losses, damages (or) costs which it suffers (or) incurs due to beach on our part of this declaration.

LEGAL NAME :

TRADE NAME :

TAX PAYER TYPE :Regular

Thanking you.

Yours Truly,

For M/s.....

Authorized Signatory Name:

Designation:

Stamp:

Annexure-B

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

We M/s. having PAN and GSTIN Registration Number hereby confirm that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) was not more than prescribed limit for Quarterly filing and we are anticipating that turnover for the Current Financial year also will be within the prescribed limit. Hence, we opt to file GSTR-1 and GSTR-3B returns on a Quarterly basis for the Financial year 2020-2021(January 2021 onwards). We are hereby agreeing to file GSTR-1 and GSTR-3B on or before due dates as per provisions of GST Act and Rules thereunder. In case we revise option / required to file GSTR-1 and GSTR-3B on monthly basis, same will be intimated immediately and complied with.

Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall file returns compliance with the provisions of GST Act or rules made thereunder.

I/Weacting on behalf of (Company name) in the capacity of (designation) and keep it indemnified against any losses, damages (or) costs which it suffers (or) incurs due to breach on our part of this declaration.

Our GST details as per GST Registration certificate are as below:

LEGAL NAME :

TRADE NAME :

Thanking you.

Yours Truly,

For M/s.....

(Authorized Signatory)

Name:

Designation:

Stamp: