



# Garden Reach Shipbuilders & Engineers Limited

(A Govt. of India Undertaking, Under Ministry of Defence)

61, Garden Reach Road, Kolkata – 700 024

Phone :: (033) 2469 8100-8113

Fax No. :: (033) 2469 2020

Home Page :: [www.grse.in](http://www.grse.in)

CIN No. :: L35111WB1934GOI007891

GST Registration No. 19AAACG9371K1Z4

## **:: NOTICE INVITING TENDER ::**

### **(SINGLE TENDER)**

**ITEM : PROCUREMENT OF SS 316L PIPE FOR P17A PROJECT. GRSE YARD: 3022**

**E-TENDER NO.: PUR/RKJ/ST/SS 316L PIPE/P17A/YARD-3022/ /ET-3012**

<b>Indent No.</b>	<b>1000053121</b>
<b>Yard No.</b>	<b>3022</b>

<b>SL.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>
1.	65NB SH-40(OD 73.03XTHK 5.16)SS316L PIPE 65NB 316L MARINE GRADE STAINLESS STEEL, UNS ALLOY S31603, SCH-40S	70 MTR.
2.	50NB SH-40(OD 60.33XTHK 3.91)SS316L PIPE 50NB 316L MARINE GRADE STAINLESS STEEL, UNS ALLOY S31603, SCH-40S	70 MTR.
3.	40NB SH-40(OD 48.26XTHK 3.68)SS316L PIPE 40NB 316L MARINE GRADE STAINLESS STEEL, UNS ALLOY S31603, SCH-40S	60 MTR.

**For GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED**

**(RAJESH KUMAR JAISWAL)  
MANAGER (PURCHASE)**

Commercial Dept., Administrative Block, 2nd Floor, South Wing  
61 Park Unit, Garden Reach Road, Kolkata-700024

Phone: (033) 2469 8100-13; Ext: 228

Email: [Jaiswal.RajeshKumar@grse.co.in](mailto:Jaiswal.RajeshKumar@grse.co.in)



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## **-: TERMS & CONDITIONS :-**

### **- TECHNICAL TERMS -**

1. **TECHNICAL SPECIFICATION / SCOPE OF SUPPLY :-**

As per SOTR No. GT61410024M (1 of 15) attached with tender documents.

2. For any clarification please contact -

<b><u>Sl.</u></b>		<b><u>Contact Details</u></b>
1	For any kind of technical specification related quarries	Mr. Surajit Bhandari, Senior Manager (Design) Email : Bhandari.Surajit@grse.co.in Mob : 9874312507
2.	For any kind of commercial related quarries	Mr. Rajesh Kumar Jaiswal, Manager (Purchase) Email : Jaiswal.RajeshKumar@grse.co.in Mob : 93054 21859
3.	For any kind of tender uploading / registration / view problem / quarries	GRSE eProcurement Cell Email: mtl.eproc@grse.co.in Contact No.: (033) 2489 3902 (Monday to Friday 8:30 AM to 5:00 PM, Saturday 8:30 AM to 12:30 PM)



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## **- COMMERCIAL TERMS -**

1. Tender must be submitted in system generated data sheet format which is provided through eProcurement. The mentioned information should be clearly filled up in eProcurement and upload the same.
2. Bidders are required to be registered in the following facilities / portals as per directives of the Government of India -
  - a. GeM (Government eMarketplace) <https://gem.gov.in>
  - b. TReDS (Trades Receivables e-Discounting System) [www.invoicemart.com](http://www.invoicemart.com)

The bidders are to indicate the 'Unique Seller ID' allotted by GeM and the registration number allotted by TReDS in their bids.

In the event of any bidder not registered in the above two or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

3. MSE/NSIC Registered firms for supplying above mentioned item may be exempted from submitting Tender Fee & EMD against formal approach in techno-commercial bid along with a valid relevant MSE/NSIC Registration Certificate up to its monetary limit.
4. **PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSEs) ORDER :-**
  - a) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
  - b) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.
  - c) Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

5. **VALIDITY :-**

All Tenders must remain firm and open for acceptance **for 120 days** from the due date. As a general rule, price negotiation with L-1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

6. **PART ORDER :-**

Part order is not applicable against this tender enquiry.

7. **L-1 DETERMINATION: -**

Evaluation to be done on TOTALITY basis (including GST). Vendors are requested to quote all the items, otherwise your offer will be rejected.

8. **CONDITIONAL OFFER: -**

No conditional offer and hard copy of offer will be accepted.

9. **PRICE BID TEMPLATE :-**

Reference Price Bid Template is attached herewith. No price information should be given with the techno-commercial bid. Vendor has to submit price break-up (Basic Price and Tax) as per the template after final evaluation and negotiation.



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10. **TERMS OF PRICE :-**

The quoted rate must be legible and to be kept firm & fixed till execution of order in full on F.O.R. GRSE, Kolkata door delivery basis. Packing, Forwarding, Freight, Insurance and all other Taxes & Duties (if any) will be borne by supplier.

11. **TAX :-**

Bidders to indicate GST rate & HSN/SAC Code with proper document (scanned copy).

12. **INSPECTION :-**

Receipt Inspection by GRSE RIC on the basis of followings documents:-

- Material MTC
- Dimension Report
- NABL Report
- Guarantee Certificate

Note:- Inspection terms mentioned in SOTR will not be applicable for this tender enquiry.

13. **GUARANTEE / WARRANTY :-**

The supplied materials are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning / using OR 18 months from the date of receipt of material whichever is earlier, against improper design, defective materials and faulty workmanship and firm has to submit a certificate to this effect at the time of delivery.

Any defect of the supplied material if found during the guarantee period, the vendor should attend to any defect within 48 hours of reporting and should replace the defective part, free of cost, to make the equipment functional or the whole equipment is to be replaced free of cost, if required, within 15 days of reporting.

14. **DOCUMENTATION :-**

- Manufacturer's Test Certificate (NABL), Guarantee Certificate and other certificates (if any) are to be provided along with delivery of material failing which materials are liable to be rejected.
- Scanned copies of the above documents are to be emailed to the ordering authority for records.

15. **PAYMENT TERMS :-**

**FOR VALUE OF ORDER GREATER THAN RS. 5 LAKH –**

100% payment will be made through ECS/NEFT mode within 30 days against clear bill supported with ICGRN, Gate Receipted Challan and against submission of Performance Bank Guarantee for 5% value of the invoice against contract in GRSE format valid till expiry of guarantee period. ICGRN will be issued only after receipt and acceptance of the item.

OR

90% payment will be made through ECS/NEFT mode within 30 days against clear bill supported with ICGRN, Gate Receipted Challan and balance 10% will be paid after expiry of guarantee period. ICGRN will be issued only after receipt and acceptance of the item.

**Note :-**

Soft copy of all relevant documents to be forwarded to concern dealing officer of Purchase Dept. prior to despatch of material. Non submission of above documents (hand & soft copy) will liable to delay in process for payment.

Transaction fee of Rs.500.00 for first return & Rs.1,000.00 for subsequent return of bill with inappropriate documents will be charged.

16. **PERFORMANCE BANK GUARANTEE(PBG) :-**



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The supplied materials are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning / using OR 18 months from the date of receipt of material whichever is earlier, against improper design, defective materials and faulty workmanship and firm has to submit a certificate to this effect at the time of delivery. Any defect of the supplied material if found during the guarantee period, the vendor should attend to any defect within 48 hours of reporting and should replace the defective part, free of cost, to make the equipment functional or the whole equipment is to be replaced free of cost, if required, within 15 days of reporting.

A Bank Guarantee covering 5% value of the contract is to be furnished before claim of payment. Keeping the same valid for the three months beyond guarantee period from the date of despatch / supply of last consignment. GRSE reserves the right to invoke the above Bank Guarantee at any time during its validity period in the event of any breach of terms stipulated in the order.

In case PBG is not submitted, 90% payment will be released & balance 10% after completion of Guarantee Period.

17. **PROCEDURE FOR SUBMISSION OF BANK GUARANTEE :-**

Bank Guarantee should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker. In case a single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. B.G. must be submitted in banker's sealed envelope directly to our Corporate Finance Dept.

Bank guarantee to be sent directly by your banker in a bank-sealed envelope to the following address :- Chief General Manager(F), Garden Reach Shipbuilders & Engineers Ltd., 43/46, Garden Reach Road, Kolkata - 700 024.

**GRSE BANK DETAILS :**

NAME	:	GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.
BANK NAME	:	STATE BANK OF INDIA
BRANCH NAME	:	COMMERCIAL BRANCH
ADDRESS	:	24, PARK STREET, KOLKATA – 700 016
ACCOUNT TYPE	:	CASH CREDIT ACCOUNT
ACCOUNT NO.	:	10945133828
MICR CODE	:	700002120
IFSC CODE	:	SBIN0007502

18. **RIGHT OF INVOCATION OF BANK GUARANTEE :-**

GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure / delay in supply / breakage any sorts of operational complication of ordered materials / breach of any terms of this contract.

19. **EXECUTION OF ORDER :-**

Order once placed must be executed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.

20. **SUBMISSION OF DOCUMENTS:-**

For late submission of original despatch documents / wrong documentation, demurrage / wharfage charges if incurred, shall be recovered from the supplier.

21. **DELIVERY SCHEDULE:- WITHIN 10-15 DAYS FROM DATE OF PO / LOA AT GRSE KOLKATA.**

**NOTE :**



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- Delivery time line for each ships is to be complied by the firm. GRSE store will not accept the material before the schedule delivery date mentioned against each part supply/or any request for early delivery will not be accepted, if not consented by GRSE.
- Before supply of materials, firm to approach GRSE with consignment details (like weight, volume, no. of packing etc.) 03 days prior to delivery plan.

## 22. **DELIVERY POINT :-**

- a) Materials to be delivered at Garden Reach Shipbuilders & Engineers Limited FOJ Stores, GRSE - FOJ Unit at Garden Reach Shipbuilders & Engineers Limited, P-70, Karl Marx Sarani, Kolkata - 700 043. Ordered Materials, if delivered at GRSE, must be supplied between 09:00 AM to 12:00 Noon and 01:30 PM to 04:00 PM only on full working days and between 09:00 AM to 11:00 AM on half working days. Late supply will not generally be accepted.
- b) Ordered Materials, if delivered at GRSE, must be supplied between 09:00 AM to 12:00 Noon and 01:30 PM to 04:00 PM only on full working days and between 09:00 AM to 11:00 AM on half working days. Late supply will not generally be accepted.
- c) The items are to be delivered against proper delivery challan / consignment note (in quadruplicate) indicating Purchase Order details, Material Code Nos., Yard Nos. are also to be marked/tagged on the items.
- d) Size wise pipes must be dispatched with GRSE PO no., Material Code & Yard No. Tag or To be printed on each pipes with proper bundling by tight metal strip for proper identification, better handling, unloading, storage & receipt inspection(Strictly).

## 23. **MODE OF DESPATCH:-**

To be delivered to GRSE at your cost.

## 24. **WAY BILL / ROAD PERMIT:-**

As per existing Government procedure.

## 25. **TRANSIT INSURANCE:-**

Transit Insurance will be arranged by the firm at your (vendors) cost.

## 26. **FORCE MAJEURE:-**

Standard Force Majeure Condition at the supplier's own works / establishment shall only be accepted. The failure of the sub-contractors of the suppliers shall not be accepted as a Force Majeure Condition. Vendor is to submit relevant proof / document well in time to buyer to inform F.M. condition.

## 27. **REJECTION OF MATERIALS:-**

Rejection of materials and also the late delivery will affect further business with GRSE. No claim of payment will be entertained (for rejected material) in case rejected items are not lifted back within 14 days from the date of rejection. Replacement against rejection is to be made by vendor Free of Cost within 14 days of Store's intimation.

## 28. **INDIVIDUALITY OF CONTRACT:-**

This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that you may have with GRSE.

## 29. **CANCELLATION OF ORDER:-**

In the event of progress being poor, GRSE reserve the right to cancel the order & no cancellation charges will be paid to the firm on this account.

## 30. **ACCEPTANCE :-**



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It is not binding on the purchaser to accept the lowest or any tender. The purchaser reserves the right to accept any of the tender or part of a tender without assigning any reason. The purchaser reserves the right to split up the tender and place order for individual item with different suppliers. The purchaser also reserves the right to order 25% more / less of the total tendered quantity.

31. **SECURITY CLAUSE :-**

All information given to the supplier for the execution of the order is to be treated as SECRET / CONFIDENTIAL. The technical information, drawings, specification and other related documents forming part of this Enquiry / order are the property of Purchaser and shall not be used for any other purpose except for the execution of Order. Any information / drawing etc. shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole / part or duplicated, modified, divulged and / or disclosed, to a third party not misused, used in any other form whatsoever without purchaser's prior consent in writing except to the extent required for the execution of this order. At the time of tendering the purchaser has to give an undertaking in favour of GRSE that in the event of any breach of the above provisions, he would make good of any loss / cost / damage / any other claim whatsoever preferred by anybody to GRSE in this respect.

32. **PATENT RIGHT :-**

GRSE shall be completely absolved of any responsibility towards any infringement of Patent Right etc. i.e. a clear and quiet possession of goods should take place with the passing of title on execution of the order.

33. **LIQUIDATED DAMAGE :-**

All orders are subject to L.D. @ ½% per week or part thereof on undelivered portion of the order subject to a maximum of 10% of the value of the order for the delayed part. To release L.D. amount GRSE will have the right to encash / revoke the Security Deposit / Bank Guarantee.

34. **RISK PURCHASE :-**

If the materials are not supplied within the stipulated delivery period GRSE reserves the right to procure the same or equivalent material from alternative source at your risk, responsibility & cost.

35. **ARBITRATION :-**

i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.

iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.

iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.

v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble



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High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.

vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 61, Garden Reach Road, Kolkata - 700 024.

viii) The language of the proceeding shall be in English.

36. **JURISDICTION :-**

All disputes arising out of the contract if required to be referred to a court of law, the jurisdiction of the case would be under Kolkata court irrespective of the location of the vendor.

37. **COMPLIANCE WITH LAWS :-**

Vendor is warranted that all goods purchased against the enquiry shall conform to all applicable city, States and Central Laws, Ordinances and Regulations. Further, Vendor shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.

38. The Company shall not be liable under the Workmen's Compensation Act of 1923, in case any employee or workmen of any Contractor receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

39. You will have to submit bid in Two Part (Techno-Commercial Bid & Price Bid) in E-tender mode where all data sheet will be available for download, need to fill up the required field and upload the file. Price Bid need to be filled up in given Price Bid Data Sheet only, no other attachment regarding price will be allowed if so then offer will be treated as cancelled.

40. In case of single part offer, GRSE reserves the right to reject the technical offer of the bidder not confirming to the tendered requirement.

41. GRSE reserves the right to accept any tender or part of a tender or reject any / all tenders without assigning any reason whatsoever.

42. GRSE also reserves the right to split up the tendered quantity and place order on more than one supplier.

43. All other terms & conditions as per GRSE STACS.

**IMPORTANT NOTE :-**

- 1) TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DUE DATE AND TIME OF TENDER YOU MAY SEE THE STATUS ONLINE.
- 2) IN CASE OF NON-RECEIPT OF FILLED IN STACS ACCEPTANCE FORMAT MATRIX, IT WOULD BE PRESUMED THAT YOU HAVE ACCEPTED ALL OUR TERMS & CONDITIONS AS PER GRSE "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY MENTIONED IN OFFER.
- 3) GRSE SHALL RESERVE THE RIGHT TO REJECT THE TECHNICAL & COMMERCIAL OFFERS OF THE BIDDERS NOT CONFIRMING TO THE TENDERED REQUIREMENT.





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## For GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

(RAJESH KUMAR JAISWAL)

MANAGER (PURCHASE)

Commercial Dept., Administrative Block, 2nd Floor, South Wing

61 Park Unit, Garden Reach Road, Kolkata-700024

Phone: (033) 2469 8100-13; Ext: 228

Email: [Jaiswal.RajeshKumar@grse.co.in](mailto:Jaiswal.RajeshKumar@grse.co.in)

## ECS F O R M A T

VENDOR'S NAME : .....

ADDRESS : .....

VENDOR'S REGN. CODE NO. WITH GRSE : .....

DESIGNATED BANK A/C NAME : .....

BANK A/C NO. : .....

NATURE OF ACCOUNT :  SAVINGS  CURRENT  OTHERS\*  
Give details

NAME OF BANK : .....

BANK BRACH ADDRESS : .....

BANK CODE : .....

MICR NO. (9 DIGITS) FOR PAYMENT :

➤ **To enclose Bank's verification of A/C Details as per format as given below.**

➤ **To enclose a cancelled cheque-leaf.**

DATE OF EFFECT :

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

( \_\_\_\_\_ )  
Signature of the Investor/Customer

Date ::

Certified that the particulars furnished above are correct as per our records



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Bank's Stamp :

( \_\_\_\_\_ )

Signature of the Authorised/Official  
Form of the Bank

Date :





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**(To be executed on Non-judicial stamp paper of Rs.100/- purchased in the name of the Executing Bank)**

## **(PERFORMANCE) PROFORMA OF BANK GUARANTEE**

THIS DEED OF GUARANTEE made in this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called 'THE BANK') which expression shall unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns of the ONE PART and GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED having their Head Office at 43/46, Garden Reach Road, Kolkata – 700 024 (hereinafter called 'THE BUYERS') which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office and assigns of the other part.

WHEREAS Messrs. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereafter called 'THE SELLER') have accepted an Order No. \_\_\_\_\_ for supply of \_\_\_\_\_ from the Buyer to manufacturer and deliver the same to Buyer in good condition.

AND WHEREAS it is one of the terms of the said order that the Seller shall furnish to the Buyer a Bank Guarantee comprising of the value of order amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the satisfactory performance of the equipments supplied against the order at least for a period of \_\_\_\_\_ from the date of supply, i.e. from \_\_\_\_\_ AND WHEREAS the Buyer, has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the promise the Bank hereby unequivocally undertakes and agree with the Buyer to pay to the Buyer upon demand in writing whenever required so by them so to do and within a fortnight from the date of such demand, sum or sums not exceeding in the whole of Rs. \_\_\_\_\_ only, as may become payable to the Buyer by the Seller by virtue of or arising out of the terms and conditions of the said order, the decision of the Managing Director of the Buyer will be final & conclusive and the Guarantee herein contained shall not be revocable by notice or by reason or dissolution or winding up of the business



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of the Seller or any change in the constitution or composition of the Seller's business and the liability of the Bank under this present shall not be imparted in any way by any extension of time or variation or alteration made given conceded in the conditions of the said order or any other indulgence given by the Buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the Seller and/or by reasons of failure on the part of the Buyer to observe or perform any the stipulation contained in the said order and to be observed or performed by the Sellers or by any other dealings between the Buyer and the Seller whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall in full force and virtue only. All claims and demands of the Buyer arising out of or in connection with said order have been fully satisfied PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES THAT a Bank's liability under this indenture shall remain in full force from the date of issue of the Guarantee till \_\_\_\_\_ and is limited to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

NOTWITHSTANDING anything stated above our liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force upto \_\_\_\_\_ unless a claim or demand in writing is made on the Bank within 6 months from the date of expiry of the Bank Guarantee the Bank shall be released and discharged from all liabilities thereunder.

SEAL of the Bank

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

Udyog Bhawan, New Delhi  
Dated: 16<sup>th</sup> September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

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

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

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

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

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

**Now therefore the following Order is issued:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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### 3A. Purchase Preference

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Specifications in Tenders and other procurement solicitations:**

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

**d. Reciprocity Clause**

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

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

**11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

**12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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

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

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

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

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

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

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

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

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

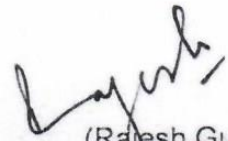
**17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

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

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

**19. Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> 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.



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