TENDER DOCUMENT

For purchase of ' Evenness Tester ' under the NTTM project entitled "Development of flame retardant aircraft interior fabrics by plasma assisted chemical treatment ".

Total No. of Equipment/machines : 1

Tender No. BTRA/NTTM/29/**2026 Dated 16/11/2026**

Sale of Tender Document & downloading (from www.btraindia.com, https://eprocure.gov.in/eprocure/app	From 16/11/2026 (17:00 pm) Up to 28/11/2026 (17:00 pm)
Last date & time for acceptance of online Tenders only on https://eprocure.gov.in/eprocure/app	30/11/2026 (17:00pm)
Date & time of opening of Technical bidsthrough e-procurement portal	02/12/2026 (11:55am)
Date & time of opening of Commercial Bids Through e-tender portal	04/12/2026 (11:55am)
Place of submission of online bids	https://eprocure.gov.in/eprocure/app

THE BOMBAY TEXTILE RESEARCH ASSOCIATION

L.B.S. Marg, Ghatkopar (West), Mumbai – 400 086

Tel:+91 22 6202 3636; Fax No.022-2500 0459

E-mail: info@btraindia.com

FORMAT TO BE FILLED UP AND SUBMITTED
IN THE LETTERHEAD OF THE BIDDER

To,

The Director,
BTRA,
LBS Marg
Ghatkopar(W),
Mumbai – 400 086.

Sub: **Supply of 'Evenness Tester 'attachment as per the specifications and quantities mentioned in the tender.**

Dear Sir,

a) Having examined the conditions of Tender & Specifications of the instruments/equipment we, the undersigned, offer to supply instruments/equipment as mentioned in Annexure I as per the quantity and specifications are given in the tender along with standard spares/accessories as specified.

b) Bidders are not required to submit Earnest Money Deposit (EMD) minimum @5% of the 'Tender Value' (quoted)waives for this tender as a special case.

EITHER

ThroughDemand Draft from any scheduled bank,favoring "BTRA" payable at Mumbai.
A scanned copy of the Demand Draft details should be uploaded on the e-tender portal and the demand draft should be forwarded in a sealed envelope to our office as below:

To,
The Director
The Bombay Textile Research Association
L.B.S. Marg, Near R City Mall, Ghatkopar (W)
Mumbai – 400 086.

OR

Through RTGS/NEFT to the Bank account. FOLLOWED BY AN E-MAIL ALONG WITH DETAILS OF RTGS/NEFT TO BTRA ON info@btraindia.combeforetheclosure of submission ofbids. The Bank details are following:

Name of the beneficiary: The Bombay Textile Research Association
Name of the Bank : Union Bank of India
Branch : Damodar Park,L.B.S. Marg, Ghatkopar (W), Mumbai-400086.
Account No. : 023811100000900
MICR : 400026273
IFCS Code : UBIN0802387

c) The original tender document duly signed on all pages are enclosed.

d) If our tender is accepted, we undertake to supply the instruments and equipment and install the same in the Laboratories as mentioned in the tender within the specified periods mentioned in Annexure V from receipt of the order from the BTRA in writing.

e) We agree to supply consumable/spare parts/accessories and replacement of the broken/damaged/non-compatible parts during the guarantee/warranty period, free of charge, as per the terms & conditions.

f) We agree to train the personnel of laboratories free of charge, as per the terms and conditions.

g) If our tender is accepted we will obtain and arrange:
   1. Security Deposit / Bank Guarantee as defined
   2. Insurances
   3. Any other statutory obligation, if any, before the commencement of the supply of machinery.

h) We agree to the validity of our tender up to 04/02/2027.

i) We agree to your right to forfeit our EMD/Security deposit without prejudice to any other right or remedy for the following failures on our part.
   1) Changes in terms and conditions of tender are made within the validity period.
   2) Supply and installation of instrument/equipment are not commenced within a specified period as given in the Tender document.
   3) Obligations under (e) above are not fulfilled

J) The bidders shall use only tender documents as issued for submitting their bid and shall comply with various terms and conditions.

k) Unless and until a formal Agreement/order is prepared and issued, this tender together with your written acceptance thereof, shall constitute a binding contract between us and BTRA.

l) We understand that you are not bound to accept the lowest or any tender you may receive.

m) We agree to make a presentation of the products to be supplied by us, before the Purchase Committee if need be on a mutually convenient date.

Authorized Signatory
Of The Renderer

Signature Dated
Designation / Capacity
Name

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Note: Interpretation of any term /word /clause lies with the BTRA, Mumbai.

III (A) TERMS AND CONDITIONS- GENERAL

Modifications, if any, made in the above documents will be done by addenda/corrigenda, and same will be uploaded on websites www.btraindia.com andhttps://eprocure.gov.in/eprocure/app

1. Tender documents are be submitted mandatorily on the online portal https://eprocure.gov.in/eprocure/app

2. The full name of the person authorized to file the tender, designation, current and main office address, Phone No., Fax No. & E-mail address shall be indicated in the tender.

3. Tenders sent through Fax and Telex will not be entertained.

4. No claim for costs, charges, expenses incurred by the bidder in connection with the preparation of tender submission and for subsequent clarifications of their tender shall be accepted.

5. BTRA will not be responsible for any typographical errors/ambiguity/additions/ omissions committed by the bidder while filling up the tender.

6. Submission of a bid by a tenderer implies that he has read all terms & conditions, and has made himself aware of the scope and specifications of the items to be supplied, availability of materials, local conditions and other factors bearing on the execution of the supply.

7. The bidder shall be deemed to have full knowledge of documents and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

8. The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and about the rates quoted by him and cover all his obligations under the tender.

9. Bids submitted by manufacturers and authorized agents only shall be considered.

10. EARNEST MONEY DEPOSIT (EMD)

10.1 Bidders are required to submit Earnest Money Deposit (EMD) minimum @5% of the 'Tender Value' (quoted) (This clause waive as a special case)

EITHER

Through Demand Draft/Bank Guarantee from any scheduled bank, favoring"TheBTRA"payable at Mumbai.

A scanned copy of the Demand Draft should be uploaded on the e-tender portal and the demand draft should be forwarded in a sealed envelope to our office as below:

To,
The Director
The Bombay Textile Research Association
L.B.S. Marg, Near R City Mall, Ghatkopar (W)
Mumbai – 400 086.

OR

Through RTGS/NEFT to the Bank account. FOLLOWED BY AN E-MAIL ALONG WITH DETAILS OF RTGS/NEFT TO BTRA ON info@btraindia.com before the closure of submission of bids. The Bank details are following:

Name of the beneficiary : The Bombay Textile Research Association
Name of the Bank : Union Bank of India
Branch :Damodar Park, L.B.S. Marg, Ghatkopar (W), Mumbai-400086.
Account No. : 023811010000063
MICR : 400026273
IFCS Code : UBIN0802387

10.2 Tenders not accompanied by Earnest Money Deposit shall be rejected.

10.3 The EMD of the unsuccessful bidder will be returned within 3 months from the date of opening the technical bids.

11 SECURITY DEPOSIT

The successful bidder shall have to deposit an amount of 5% of the cost of the Spares/Accessories towards interest-free security deposit and retention money as mentioned in Annexure IV. The amount is payable in the form of Demand Draft(DD) or NEFT/RTGS (Scanned copy of the DD or NEFT/RTGS Transaction is to be uploaded and original DD to be sent to our office in a sealed envelope) or Bank Guarantee (BG) as per the format given in Annexure – IV. This BG or DD or NEFT/RTGS should be submitted along with the acceptance of the Purchase Order. The security deposit (BG or DD or NEFT/RTGS) should cover the entire warranty period of the items to be supplied.

12 AUTHORITY OF SIGNING

12.1 If the tender is submitted by an individual, it shall be signed by him.

12.2 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor.

12.3 If the tender is submitted by a partnership firm, it shall be signed by all the partners of the firm or by a partner holding the power of attorney for the firm for signing the tender, in which case, a certified copy of power of attorney shall accompany the technical bid.

12.4 If the tender is submitted by a limited company or a corporation, it shall be signed by a duly authorized person or the person holding the power of attorney for signing the

tender, in which case a certified copy of the power of attorney shall accompany the technical bid.

13 PRICE & CURRENCY BID

13.1 The rates shall be written both in words and in figures. The bidder shall also show the amount of each item, the total of each section and the total of the whole tender.

13.2 Correction, if any, shall be made by crossing out, initialing with the date and rewriting.

13.3 In case of conflict between the figures and words in the rates, the latter shall prevail.

13.4 The tenders shall be verified by the bidder for accuracy in the arithmetical calculations,before submission.

13.5 The price may be offered in Indian Rupees INR.

14 ONLINE SUBMISSION

14.1 The tender shall be submitted online on or before 30/11/2026 up to 17:00 pm. Any tender received after this date and time shall not beaccepted. Tenders shall be submitted online along with scanned copies of thedocuments listed below.

14.2 **"Qualification Documents":** following documents are to be uploaded:

a) EMD – DD of not less than 5% of tender value to be submitted from any Scheduled Bank or through RTGS/NEFT to BTRA's Bank Account. The applicant without EMD will be outrightly disqualified.(Scanned copy of the DD or NEFT/RTGS Transaction is to be Uploaded and original DD is to be sent to our office ina sealed envelope)
(EMD waive as a special case for this tender)

b) EMD is exempted for the bidders who are registered as Micro and Small Enterprises with the Government. A self-attested copy of the same is to be uploaded.

c) Details about the bidder's organization:

a. Profile the bidder organization
b. Copy of PAN Card
c. Copy of GST registration or any other suitable document.
d. Turnover in India for the last three financial years.
e. Period of the existence of manufacturer or its authorized representative in India.

d) An authorization letter from the principal/manufacturer,if the bidder is not a manufacturer.

14.3 **"Technical bids"** shall contain(scanned copies need to be uploaded)

a) Technical Specifications in details of equipment/machine for which bid has been submitted.

b) List of items including spare parts with quantities for which the financial bid has been submitted.

c) List of clients including government institutions to whom the respective equipment with the same specification has been supplied.

d) Detailed catalogue for each machine/equipment for which bid has been submitted.

e) Pre-installation requirements

f) **Proof that the bidder** is (i) either manufacturer or (ii) an authorized agent for the equipment/item for which the bid is submitted.

g) List of organizations in India and abroad, along with Contact Person, Address, Tel. No., Fax No. etc., to which a **similar make/model** of the equipment was supplied.

h) Compliance that the bidder has manufactured or supplied the equipment during the past 2 years and **performance report from at least 2 such users** for the past 2 years.

i) Covering letter, in the letterhead of the bidder stating:
   a. That the minimum **warranty period of three years for comprehensive warranty**
   b. That the bid **conforms to the terms and conditions** of the tender;
   c. Confirmation about the **supply of Certified Reference Materials/Samples** for checking the performance of the testing instruments, wherever applicable.
   d. Confirmation that the quoted rates are valid till 04/02/2027.
   e. The details regarding the service centres, stocking of spares etc.,

j) Addenda/corrigenda/clarification issued by BTRA before the due date of tender, duly signed by the authorized person.

k) A letter indicating assumptions, criteria, technical alternative etc., if any. However, the alternatives suggested by the bidder would not be taken as the basis for technical/commercial evaluation of the bids.

l) Details of pre-installation requirements including space, size of the table required, PowerPoint ampere, etc.

m) Power of attorney authorizing the person who has filed the tender, if applicable.

n) **A copy of the certificate for the calibration of the similar makes and model equipment/instrument for which bid is submitted fromany certified authorized agency, wherever applicable.**

14.4 **"COMMERCIAL BIDS"** shall contain (Scanned copies need to be uploaded)

a) A separate price of each of the items should be submitted which will be inclusive of all applicable taxes, duties or any other Govt. levies & all other charges by whatever name called including freight, insurance and installation charges.

b) Minimum required essential spare parts for the next 2 years after the warranty period are to be specified. The cost of the spares is to be quoted separately along with the commercial bids, as optional as per the details given in **Annexure-III.**

c) Annual Preventive Maintenance charges for the next 3 years, after the expiry of the warranty period, in the format prescribed in the tender document at **Annexure-III.**

d) All the pre-installation requirements such as Voltage stabilizer, surge arrestor, necessary length of cables, plugs etc. should be provided by the bidder along with the equipment/item. The bidder shall quote for these items separately. The Centre will provide adequate space, furniture and electricity only for the installation and commissioning of the equipment/item.

14.5Separate bid for each of the items should be submitted on online portal https://eprocure.gov.in/eprocure/app

NOTE: Bidders need to furnish Pass- Phrase in a separate sealed envelope for both the bid parts (Technical & Financial separately) and to be sent to BTRA along with an offline document before tender opening.

15. VALIDITY OF THE TENDER: -

Rates quoted by the bidder and the earnest money deposit submitted shall be valid till 04/02/2027.

The Bidder shall not withdraw or revise or alter any conditions, rate(s) quoted within this stated period. The Director, BTRA reserves the right to forfeit the earnest money deposit if the bidder revokes or withdraws the tender within this stated period.

16. TENDER OPENING & EVALUATION:

- The tender shall be opened on the specified date and time. In the event of any
- change in the date and time of the tender opening, the same would be Informed/notified the tenderer through public notice/individual Correspondence/through BTRA's website.
- Technical bids will be evaluated based on the technical capabilities for executing the order.
- **Commercial bids will be opened only for technically qualified bidders.Award of a contract may be made to the L1 bidder.**

17. AGREEMENT

The successful bidder shall sign and return a copy of the Purchase Order placed with him, as a token of acceptance of the terms and conditions of the Purchase Order. The bidder shall also enclose the applicable security deposit in the form of BG or DD as specified in**Clause No. 11.**

18. CRITERION FOR REJECTION

18.1 The BTRA reserves the right to accept or reject any tender or reject all tenders without giving any reasons whatsoever for their decision.

18.2 Tenders are liable to be rejected in which any of the prescribed particulars/information is either missing or incomplete in any respect and/or if the prescribed conditions are not fulfilled.

18.3 Tenders that are found to be technically non-responsive shall be rejected and their commercial bids shall not be opened.

18.4 Tenders containing specific conditions of the bidder other than the terms and Conditions given in the tender document and not acceptable to the BTRA is liable to be rejected.

18.5 If the validity of the bid is not up 04/02/2027 the tender will be rejected.

18.6 If the Offer document(PDF form) as per tender duly signed by the authorized a person on all pages is not submitted, the tender will be rejected

19.The BTRA caters mainly to the manufacturers/exporters. Hence, Purchase Committee may at its discretion give preferences to more popular brands of instruments, which give results that are widely accepted internationally by buyers abroad and the decision of the Committee will be final.

20. Before submission of the tender, the prospective bidders are expected to examine technical specifications of the equipment required, terms and conditions, etc., given in this tender document. Failure to furnish all information required in the tender document may result in the rejection of the bid.

21. The BTRA reserves the right to cancel items, from the list of the requirement of instruments without assigning any reason thereof.

22. The number of instruments required is tentative so also the location mentioned where the supply has to be affected. BTRA at its discretion may delete/add the number of the requirement of instruments and change the location where the supply has to be effected.

23. In case of a supply of indigenous equipment/machinery & accessories, the payment terms shall be as under:

a) 20% of the order value will be paid as an advance against the confirmation of orders.

b) 70% payment will be made against the successful installation, commissioning, Training and demonstration of satisfactory performance of the machinery / Equipment at the site.

c) Balance 10% payment will be made after one year from the date of commissioning

d)In case of Imported Items, 100% Payment will be made through Irrevocable Letter of Credit of tender/before issue purchase order.

24.The delivery installation & commissioning period as agreed will not be extended under normal conditions. A suitable penalty for delay in executing the order may be enforced. In case of the delay due to some unforeseen reason, written permission is required from the Chairman, Purchase Committee, BTRA to avoid penalty.

25. Disputes, if any are subject to Mumbai (India) jurisdiction only.

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BTRA has decided to use the portalhttps://eprocure.gov.in/eprocure/app a Government of Indiaportal. This portal is based on the world's most 'secure' and 'user-friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on ElectronicTendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create atleast one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading. To participate in a tender, it is mandatory to procure an official copy of the Tender Documents for that tender.
7. Clarification to Tender Documents on ETS

– Query to BTRA if required
– View response to queries posted by BTRA

8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

10. Post-TOE Clarification on ETS (Optional)

– Respond to BTRA Post-TOE queries

11. Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of the relevant part (i.e., Commercial-Part)

(Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For the integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, each user must have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 3, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

Registration

To use the ElectronicTender® portalhttps://eprocure.gov.in/eprocure/app, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating the e-tendering activities. In ETS terminology, this person will be referred to as the SuperUser (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contacthttps://eprocure.gov.in/eprocure/app Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after the acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as the creation of users, assigning roles to them, etc.

Helpdesk	
Telephone/Mobile	+91-0120-4200462, +91 0120-4001002 +91 0120-4001005
E-mail ID	cppp-nic@nic.in

Some Bidding related Information for this Tender

The entire bidsubmission would be online on ETS (unless specified for Offline Submissions). The broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
  - Technical-Part
  - Commercial-Part

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of the Public Online Tender Opening Event in a Sealed Envelope.

The Director,
The Bombay Textile Research Association
L.B.S. Marg, Near R City Mall.
Ghatkopar(W). Mumbai 400 086.

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Demand Draft/ Bank Guarantee in favour of 'The Bombay Textile Research Associations'payableat Mumbai to the extent of a minimum of 5% of the Tender Value (Quoted) from any scheduled Bank towards the Earnest Money Deposit.

   Note:The Bidder should also upload the scanned copy of the above mentioned original document as Bid-Annexure during Online Bid-Submission.

2. Pass-Phrase in a separate sealed envelope for both the bid parts (Technical & Commercial)

Special Note on Security and Transparency of Bids

Security-related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', security provision has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security-related aspects are outlined below:

As part of the ElectronicEncrypted® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember and more difficult to break. A separate Pass-Phrase must be created for each Bid-Part. This method of bidencryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-

Key of the specified officer of a Buyer organization forbidencryption. Bidencryption in ETS is such that the Bids cannot be decrypted before the Public Online

Tender Opening Event (TOE), even if there is connivance between the concerned tenderopening officers of the Buyer organization and the personnel of the e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If the variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for short-listing, and the lower of the two pieces of information (eg the lower price) for payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself when demanded by the concerned Tender Opening Officer.

It is mandatory to submit the Pass-Phrase (Technical and Commercial) before the Tender Opening Event. In case of failure of submitting the Pass-Phrase his relative bid will be Archive Un-opened / Rejected online.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant BidPart is submitted to BTRA in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representatives of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to the BTRA office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal https://eprocure.gov.in/eprocure/app,and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SEVEN KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain an individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

2. Register your organization on ETS well in advance of the important deadlines for your first, tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after the acceptance of your registration by the Service Provider, to respond to a tender you will also require

time to complete activities related to your organization, such as the creation of – Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

4.For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of the Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring a physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5.Submit your bids well in advance of the tender submission deadline on ETS (There could be last-minute problems due to internet timeout, breakdown, et al)

6.It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of the deadline for Bid-Submission, a facility is provided to the bidder to 'Annual Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7.ETS will make your bid available for an opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from the 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Minimum Requirements at Bidder's End

Computer System having a configuration with minimum Windows 7 or above, and Broadband connectivity Microsoft Internet Explorer 7.0 or above Digital Certificate(s)

Annexure-I

Detailed of Specification for 'Evenness Tester'

The purpose is to put a tender on a of Specification for 'Evenness Tester'.

Equipment No. 1.

Detailed specification:
'Evenness Tester '

Description of Item:

Technical Specifications of Yarn Evenness Tester

1. Scope

Supply, installation, testing and commissioning of a fully computerized Yarn Evenness Tester capable of testing:

- All types of staple fibre yarns
- Sliver
- Roving

The system shall be suitable for spinning mills, textile research laboratories and quality control institutions.

2. Measurement Principle

- High-precision capacitive mass variation measurement system
- Advanced digital signal processing
- Automatic fault Analysis

3. Count Range

The instrument shall be capable of testing yarn, sliver, and roving over a linear density range of 3.3 tex to 20,000 tex, using suitable measuring sensors or attachments, as applicable.

4. Testing Speed (Mandatory)

The system must support:

- 400 m/min yarn testing speed

 800 m/min high-speed yarn testing capability
 Slower standardized speeds for sliver and roving

Accuracy and repeatability must be maintained at all operating speeds.
The material conveying system shall support yarn, roving and sliver at selectable speeds from 10 to 800 m/min, depending on test mode.

The instrument shall provide automatic package selection, yarn feeding and insertion into the measuring slot.

5**. Test Parameters (Mandatory**)
The system shall measure and report:
Evenness Parameters
 U%
 CV%
 CV% at various standard cut lengths

Imperfection Parameters
 Thin places
 Thick places
 Neps
 Imperfection Index (IPI)

Hairiness Parameters
 Standard Hairiness Index
 Hairiness module including S3 classification
 The instrument shall be capable of accurately measuring the hairiness of both light- and dark-coloured yarns
 Hairiness Index and distribution
Hairiness measurement shall cover staple-fibre yarns of approximately 5–1,000 tex, including white, coloured and dark-coloured yarns.

The system shall measure protruding fibre hairiness length for approximately 5–100 tex yarns and classify results into at least seven length classes.

Statistical Outputs

- Mean
- Standard Deviation

- Coefficient of Variation
- All standard statistical values relevant to yarn evaluation

Measurement capabilities shall include yarn diameter, diameter variation, shape and density-related characteristics.
Provision shall be available for twist-level and twist-variation analysis of applicable ring-spun and compact-spun yarns and blends, subject to stated material and yarn-structure limitations.

The system shall analyse frequent occurrences in applicable staple-fibre yarns (approximately 5–200 tex) and trash/dust in cotton and cotton-blended yarns (approximately 5–200 tex).

Provision shall be available for coarse sliver, wool tops and converter tops evenness testing (approximately 12–40 ktex), using a suitable measuring unit.

The instrument shall provide absolute yarn linear-density measurement for single yarns (approximately 5–100 tex), with selectable test length in accordance with ISO 2060 or an equivalent method.

Additional sensors shall permit simultaneous determination of applicable yarn parameters alongside mass variation and imperfections.

6. Graphical Outputs

 Mass variation spectrogram
 Periodic fault detection
 Drafting wave analysis
 Wavelength identification
 Variance Length Curve
 Imperfection Distribution Chart for Thick places, Thin places and Neps

Fancy/slub yarn analysis shall report slub count, slub length, slub distance, slub mass increase and associated quality parameters.

The software shall provide superimposition of slub histograms to compare slub length, slub distance and slub mass increase between two test results.

7. Built-In Statistical Benchmarking

The system shall have:

 Built-in internationally recognized yarn quality statistics database
 Facility for global percentile comparison
 Benchmarking capability against worldwide spinning performance
 Upgradable statistical database

The software shall permit quality-limit setting based on material-specific internationally recognized yarn-quality reference statistics.

8. Installation Base Requirement (Industry Proven System)

The offered model must:

 Be widely installed in major textile spinning units
 Be installed in reputed textile research laboratories
 Have strong global installation base and proven industry acceptance

9. Software Requirements

 Windows-based analytical platform

 Real-time graphical display
 Batch testing capability
 Large data storage capacity
 Export in PDF

Knowledge-based fault diagnosis shall assist in interpreting periodic spectrogram faults and distinguishing probable machine-component defects from drafting faults.

10. Calibration & Diagnostics

 Built-in electronic calibration system
 Self-diagnostic function

11. Compliance

 ISO 16549
 ASTM D1425

Special clauses

- If the buyer feels to verify, the vendor has to demonstrate the specifications, compiled in the technical compliance statement (tender document) after the technical bid opening.
- After sales service and support should be available at the nearest point.
- Overall, it is summarized as, although the vendors meet and qualify the entire technical requirements, the vendors should be able to give satisfactorydemonstration of the quoted equipment;, otherwise, the claim/s by the vendor is/are liable to be rejected.

Annexure-II

Details of EMD in the form of D/D or Bank Guarantee to be submitted for each of the equipment

Sr.No.	Name of the item	Quantity	EMD in Rs.
1	**Evenness Tester**	1	WAIVE

Annexure III

FORMAT FOR COST DETAILS

(Cost particulars should be given in this format instrument wise/ accessories wise separately)

Note: All the cost particulars should be furnished in Indian Rupees. If more than one model of the instrument is quoted, use separate sheets

Part 1: Cost details of equipment's/instruments/Machine

Name of the Instrument/Machine:

Sr.No.	Cost Details for components	Cost in Rs
i)	Total landed cost of the equipment inside the laboratory of BTRA as per the destination mentioned in the tender document. including installation, agency commission, packing, forwarding, insurance, customs clearing etc.	INR
ii)	BTRA will provide only a custom duty exemption certificate and applicable duty for R&D purposes.	
iii)	AMC details: - (a) AMC rate/per year (comprehensive/non- comprehensive) for the next 3 years, after the expiry of warranty period including the accessories (Two preventive and one breakdown visits)	1st Year: 2nd Year: 3rd Year:
	(b) Travelling cost /conditions	
	(c) Any other conditions	
Delivery schedule of the equipment:-		6 months

Part 2: Cost details of Indigenous equipment/instruments

Name of the Instrument :		
Sr.No.	Cost Details of indigenous items	Cost in Rs.
i)	Total Cost (inclusive all taxes, installation charges)	
ii)	AMC details (including the accessories):- (a) AMC rate comprehensive/non- comprehensive cost for the next 3 years, after the expiry of the warranty period	1st Year: 2nd Year: 3rd Year:
	(b) 2 preventive visits/1 breakdown visits per annum	
	(c) Travelling cost /conditions	
	(d) Any other conditions	
Delivery schedule of the equipment:-		

Cost details of optional items/spare parts required for the next 2 years
Part-I (imported items)

Sr. No.	Cost Details for components	Cost in INR Only
i)	Total cost at the specified laboratory including agency commission, packing and forwarding, insurance, etc.	

Cost details of optional items / spare parts required for the next 2 years.
Part 2:(Indigenous items):-

Sr. No.	Cost Details of indigenous items	Cost in INR.
i)	Total Cost (inclusive installation charges)	
ii)	Any others (to be specified)	
iii)	Total Cost	

Note:

1. Additional copies may be taken for each instrument
2. BTRA will not provide any gst/ tax exemption certificates. However, a duty exemption certificate will be given plus applicable duty for equipment/machines for R&D purposes.Please verify the same with specific equipment as some of the equipment are exempted from payment of duties completely.

ANNEXURE-IV

The provisions of PPP-MII clause :-

Public Procurement (Preference to Make in India) Order 2017 dated 15th june 2017 issued by Department for Promotion of Industry & Internal Trade & Revised Order dated 16.09.2020 may be accesses at DPIIT's website : https:dpiit.gov.in/public-procurements.

Attached : Public Procurement Order,2017 dated 15th June 2017 & Revised Order dated 16.09.2020 issued by DPIIT's.

Use only for Security Deposit

ANNEXURE-V

FORMAT OF BANK GUARANTEE **FOR GUIDANCE PURPOSES ONLY** (ON NON-JUDICIAL STAMP PAPER OF Rs.100/-) (Applicable for successful bidders, to be submitted in lieu of security deposit)

Bank guarantee No. _____ Date:
This deed of guarantee made this _____ day of _____ 2022(TwoThousand Twenty two only (Name and address of the Bank) hereinafter referred to as `the Bank') which expression shall where successors and assignees of the Bank and the Bombay Textile Research Association, (hereinafter referred to as the BTRA) which expression shall unless repugnant to the context of the meaning thereof include its legal representatives, successors and assignees.

WHEREAS the BTRA has placed its Purchase Order bearing No. _____ dated _____ on (name and address of the bidder) (hereinafter called `the supplier' for the supply of _____.

AND WHEREAS the BTRA has agreed to pay to the supplier 100% of the value of the equipment on delivery, installation and commissioning of equipment and on submission of a Bank Guarantee of an amount of 5% of the cost of the machinery/equipment (including the retained EMD amount) towards interest-free security deposit and retention money which will be kept valid upto _____ being the period of 12 calendar months from the date of Bank Guarantee.

In consideration of the BTRA having agreed to pay the supplier Rs. _____(Rupees _____ only) being the 100% cost of the value of the equipment on delivery, installation and commissioning of equipment and on submission of a Guarantee, we (name of the Bank) hereby undertake and guarantee to make repayment to BTRA the said 5% amount or any part thereof which does not become payable to the supplier by the BTRA in accordance with the subject to the terms and conditions of the said order within _____ days from the date of dispatch/from the date of receipt of the material at the site. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the BTRA in writing and this guarantee shall be a continuous and irrevocableGuaranteeup to a sum of Rs. _____ (Rupees _____ only).

The Bank shall not be discharged or released from this guarantee by any arrangement between the supplier and the BTRA with or without the consent of the Bank or any alterations in the obligation of the parties or by any indulgence, forbearance is shown by BTRA to the supplier and the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defense by the Bank against the BTRA. We (name of the Bank) do hereby undertake to pay an amount equal to 5% of the order value being the amount due and payable under this guarantee without any demur, merely on demand from the BTRA stating that the amount claimed is due to the BTRA. In case the BTRA puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this Bank guarantee, the Bank shall consider that such demand by itself conclusive evidence and proof that the supplier has failed in complying with the terms and conditions stipulated

by BTRA in the purchase order and payment shall be made to the BTRA without raising any dispute regarding the reasons for any such lapse/failure on the part of the supplier.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the BTRA may have to hereinafter possess against the supplier and the BTRA shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the BTRA may be entitled to receive or have a claim upon and the BTRA at its absolute discretion may vary, exchange renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the BTRA on BTRA's serving with a notice requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not, in fact, have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee, the Bank hereby waives all inconsistent with the above provisions and which the Bank might otherwise as guarantor be entitled to claim and enforce.

NOTWITHSTANDING anything contained herein before, the liability under this guarantee is restricted to Rs._____ (Rupees _____only). The guarantee shall remain in force till the _____ and unless the guarantee is renewed or a claim is preferred against the Bank within three months from the said date all rights of the BTRA under the guarantee shall cease and Bank shall be released and discharged from all liability hereunder.

_____

(SIGNATURE)

PLACE:

DATE: SEAL CODE NO.

NOTE: 1. SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY ARE AFFIXED BY BANKER, BEFORE SUBMISSION OF THE BANK GUARANTEE.

Annexure VI

DELIVERY SCHEDULE OF EQUIPMENT

Sr.No	Equipment	Delivery Schedule from the date of acceptance of Purchase Order –maximum
1.	Indigenous equipment	6 Month from the date of issuing Purchase Order

Annexure VII

Check List to Bidder

1. Get all the clarification regarding terms and conditions,specificationsetc.During the pre-bid meeting or by writing to the Director BTRA, before submission of bids.

2. The original tender document purchased/downloaded in full has to be submitted along with the technical bids duly signed on all the pages. Adequate copies of the format of the cost details may be taken separately for each instrument.

3. If the tender document is downloaded,aseparate DD of the exact amount as of tender fee is to be enclosed and also the required EMD for each instrument as mentioned in the tender document are to be enclosed. A combined D.D. covering the EMD for all instruments quoted can be drawn and kept in one of the technical bids. Copies of this D.D. can be kept in other technical bids.

4. A covering letter duly signed by the authorized person as per the specimen given at Annexure V of the tender document.

5. Ensure that a User certificate from atleast two users, on their letterhead stating that the performance of similar make and model supplied to them is satisfactory, is enclosed.

6. No. Commercial terms of reference should be given in the technical bid at all.

7. Descriptive leaflet/brochure of the equipment quoted are enclosed along with the technical bid.

8. Copy of the certificate for the calibration of similar make and model of the equipment/instrument for which bid is submitted from an accredited calibration laboratory or NPL, if applicable, is enclosed.

9. The technical and commercial bids are submitted separately superscribing "Cover ‘A’ – Technical bid for ---------- instrument or Cover 'B' – Commercial bid for --------- instrument. Last date……. Though technical bids can be kept together in 1 envelope, ensure that commercial bids are kept separately for each instrument.

10. Proof regarding manufacturer/authorized agent, as the case may be, is enclosed.

11. Before submission of bids, bidders have to ensure that the equipment quoted by them is suitable for testing as per the national/international standard mentioned in the specification.

12. Cost details are to be given in the prescribed format only. If more than one model of instrument is quoted, a separate sheet may be enclosed.

Note: If the bidder fails to furnish all the relevant documents/information as mentioned in the tender document, the tender will be rejected.

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: 29th May, 2019

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 3(a) and 14 modified and Para 10A added] 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, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" 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.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of 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 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.

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'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. **Requirement of Purchase Preference :** 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 local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder

a. In procurement of all goods, services or works in respect of which the estimated value of procurement is less than INR 50 Lakhs, only local suppliers shall be eligible to bid. However, 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 local suppliers shall be eligible to bid irrespective of purchase value.

Provided that for any particular item, the Nodal Ministry / Department may also prescribe an upper threshold limit, below which procurement shall be made only from local suppliers.

Further provided that in any particular case of procurement, if the procuring authority is of the view that the goods, services or works of required quality / specifications etc. may not be available in the country, or sufficient capacity or competition does not exist domestically, and it is necessary to undertake global competitive bidding, the procuring authority may allow the same after recording reasons. In such cases, the provisions of sub-paragraph b or c, as the case may be, shall apply;

b. In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed;

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

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ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

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 minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

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 local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall 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 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.

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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.

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 local suppliers 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. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

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e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

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 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.

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 or class or classes of items or procuring 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.

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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.

Arun Mahendru
29/5/2019.

(Arun Mahendru Bairaj)
Senior Development Officer
Tel: 2306 2635

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No. A-1/2021-FSC-Part(5)
Government of India
Ministry of Power
Shram Shakti Bhawan, New Delhi
Dated: 16th November, 2021

ORDER

Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector.

Reference: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

The Government of India, Department for Promotion of Industry and Internal Trade (DPIIT) issued Public Procurement (Preference to Make in India), Order 2017, for encouraging 'Make in India' and promoting manufacturing and production of goods and services in India with a view to enhancing income and employment. Subsequently, DPIIT vide order No. P-45021/2/2017-PP (BE-II) dated 4thJune, 2020 and further vide order dated 16th September, 2020 have issued the revised Public Procurement (Preference to Make in India) Order 2017.

2. In light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had notified purchase preference (linked with local content) for Hydro and Transmission sectors vide Order No. 11/05/2018-Coord dated 20.12.2018, for Thermal sector vide Order dated 28.12.2018 and for Distribution sector vide Order dated 17.03.2020. Further, a combined order dated 04.04.2020 was also issued in supersession of all previous orders to indicate equipment/material/components for which there was sufficient local capacity and competition and also to indicate conditions for including suitably in the tenders to be issued by the procurers. In furtherance of Para 19 of the DPIIT Notification No. P-45021/2/2017-PP(BE-II) dated 04.06.2020, Ministry of Power (MoP) issued a revised comprehensive Order dated 28.07.2020 (Annexure-I amended by order dated 17.09.2020).

3. DPIIT Notification No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 has further revised its order dated 04.06.2020. Therefore, in supersession of all the aforementioned orders including order No.10/1/2019-St.Th. (Part-II) dated 20.03.2020 issued by this Ministry, the following has been decided:

i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement, (ii) purchase preference (iii) exemption to small purchases and (iv) margin of purchase preference shall be the same as in DPIIT order dated 16.09.2020, referred to above and extracts of the same is given at **Appendix**.

ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in **Annexure-I,** only "Class–I local supplier" shall be eligible to bid irrespective of purchase value. "Class-I local supplier" is a supplier or service provider whose goods, services or works offered for procurement meets the Minimum Local Content (MLC) as prescribed in Annexure-I of this order. "Class-II local supplier" means a

supplier, as defined by DPIIT in its Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020.

iii. In the procurement of all goods and services or works other than those listed in Annexure-I, only "Class-I local supplier" and "Class-II local supplier" as defined in the order of this Ministry herewith 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(ii) above, and with estimated value of purchases less than Rs. 200 crores, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry(GTE) shall not be issued except with the approval of the competent authority as designated by Department of Expenditure.

iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works',* Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts.

4. The list of items, in respect of which, local capacity with sufficient competition exists as per **Annexure-I,** will be reviewed at regular intervals with a view to increase number of items in this list and also to increase the MLC for each item, wherever it is less than 100%.

5. Purchase preference shall be given to local suppliers in accordance with **para 3A** of DPIIT Order dated 16.09.2020, and extracts of the same are given at **Appendix**.

6. Further, it has been decided to constitute a committee for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is given below:

Member (Planning), Central Electricity Authority (CEA)	Chairperson
Chief Engineer (PSETD), CEA	Member
Chief Engineer (HETD), CEA	Member
Chief Engineer (TETD), CEA	Member
Chief Engineer (DP&R), CEA	Member
As may be co-opted by CEA	External Expert
Chief Engineer (R&D), CEA	Convener

7. Further, it has also been decided to constitute a committee to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MoP. The composition of the Committee is given below:

Chairperson, CEA	Chairperson
Member (Hydro), CEA	Member

Member (Power System), CEA	Member
Member (Thermal), CEA	Convener

8. The complaint fee of Rs. 2 Lakhs or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakhs), whichever is higher, shall be paid in the form of Demand Draft, drawn in favour of **PAO, CEA, New Delhi.** In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, the deposited fee of the complainant would be refunded without any interest.

9. All other conditions, not stipulated in this order, shall be as laid down in the DPIIT's order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

10. This order shall be applicable in respect of the procurement made by all attached or subordinate offices or autonomous bodies under the Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by the Government of India. The aforesaid orders shall also be applicable in respect of projects wherein funding of goods, services or works is by Power Finance Corporation (PFC) /Rural Electrification Corporation (REC) and any Financial Institution in which Government of India/ State Government share exists. This order shall be applicable to Tariff Based Competitive Bidding (TBCB) projects also. Procuring entities as defined in the DPIIT's Order dated 16.09.2020 are advised to revise their tender documents to fully comply with the said DPIIT's Order and the subsequent Orders that would be issued in this regard by DPIIT/ this Ministry from time to time.

11. All tenders for procurement by Central Government Agencies or the States and Local Bodies, as the case may be, have to be certified for compliance of the Public Procurement (Preference to Make in India) 'PPP-MII' Order by the concerned procurement officer of the Government Organization before uploading the same on the portal.

12. Exemption from meeting the stipulated local content is allowed as per clause 13 and 13A of PPP-MII Order dated 16.09.2020, if the manufacturer declares that the item is manufactured in India under a License from a foreign Manufacturer who holds Intellectual Property Rights (IPRs) and there is Transfer of Technology (ToT) with phasing to increase Minimum Local Content. For such items, if any CPSE under the administration of Ministry of Power requests exemption for any item, it shall be considered by Ministry of Power, on case to case basis.

13. In order to further encourage Make in India initiatives and promote manufacturing and production of goods and services in India, general guidelines as enclosed at **Annexure-II** may be adopted in an appropriate manner according to the circumstances by the procuring entities in their tendering process.

14. The procurers may specify the higher values of MLC than those specified in this Order in respect of goods, services or works covered in their tenders and award the weightage to the product of higher MLC for which they have to specify the criteria beforehand in their tender. The values given in Annexure-I are the minimum prescribed values for becoming a class-I local supplier for the products indicated therein.

15. This issues with the approval of Hon'ble Minister for Power and New & Renewable Energy.

(S. Majumdar)
Under Secretary to the Government of India
Tele No. 011- 23356938

To:

1. Secretary to Government of India (All Ministries/ Departments of Government of India) (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. CEO, NITI Aayog
4. Chief Secretaries of all States/ UTs
5. Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Director General, Bureau of Indian Standards (BIS)
8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs, CMD NLC, Chairman of DVC/ BBMB/ EESL, DGs of BEE/ CPRI/ NPTI
11. All Additional Secretaries/ JSs/ EA/ CE, Ministry of Power

Copy to:

Director (Technical), NIC with a request to publish the Order on the website of Ministry of Power

APPENDIX

Extracts of important provisions contained in DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020

1. **Definitions** *(Para 2 of DPIIT 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.

   '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'.*

2. **Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement** *(Para 3 of DPIIT order)*
   (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 3(a)above, and with estimated value of purchases less than Rs 200 crores, 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. **Purchase Preference** *(Para 3A of DPIIT order)*

(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) of DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 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) of DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 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:

iii. 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,
iv. 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.
v. 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.

4. **Applicability in tenders where contract is to be awarded to multiple bidders** *(Para 3B of DPIIT order)*-

In tenders where contract is to be 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 items to be procured, as notified by the Nodal Ministry, only 'Class-I local supplier' shall be eligible to bid. As such, the multiple supplier 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 supplier' as per provisions of this order.

c) If 'Class-I local supplier' 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 supplier' do not qualify for award of the contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local supplier'/'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 or 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 constraints 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 stipulate in sub-paras above.

5. **Exemption of small purchases** *(Para 4 in DPIIT order)*: 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.

6. **Minimum Local Content** *(Para 5 in DPIIT order)*: 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 item 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.

7. Vide DPIIT OM No. P-45021/102/2019-BE-IIPart(1) (E-50310) dated 4.03.2021 services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. shall not be considered as local value addition. Bidders offering imported products will fall under the category of Non- local suppliers. They can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

8. **Margin of Purchase Preference** *(Para 6 of DPIIT order)*: The margin of purchase preference shall be 20%.

9. **Specifications in Tenders and other procurement solicitations** *(Para 10 of DPIIT order)*:
   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 baring 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 the 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 purchase 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 certification/ 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 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 PSEs/PSUs, for the next 5 years on their respective website."

Annexure-I

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficent local capacity and competition	Class-I Local Supplier (Minimum Local Content (%)
	(A) Common items for Transmission, Distribution and Generation Sector	
1	Power Transformers (up to 765 kV, including Generator transformers)	60
2	Instrument Transformer (up to 765 kV)	60
3	Transformer Oil Dry Out System (TODOS)	60
4	Reactors up to 765 kV	60
5	Oil Impregnated Bushing (up to 400 kV)	60
6	Resin Insultated Paper (RIP) bushings (up to 145 kV)	50
7	Circuit Breakers (up to 765 kV AC - Alternating Current)	60
8	Disconnectors/Isolators (up to 765 kV AC)	60
9	Wave trap (up to 765 kV AC)	60
10	Oil Filled Distribution Transformers up to & Including 33 kV [Cold Rolled Grain Oriented (CRGO)/Amorphous, Aluminium/Copper wound]	60
11	Dry Type Distribution Transformer upto and including 33 kV (CRGO/Amorphous, Aluminium/Copper wound)	60
12	Conventional Conductor	60
13	Accessories for Conventional conductors	60
14	High Temperature/High Temperature Low Sag (HTLS) conductors (such as Composite core, GAP, ACSS, INVAR, AL59) and Accessories	60
15	Optical ground wire (OPGW) – all designs	60
16	Fiber OpticTerminal Equipment (FOTE) for OPGW	50
17	OPGW related Hardware and Accessories	60
18	Remote Terminal Unit (RTU)	50
19	Power Cables and accessories up to 33 kV	60
20	Control cables including accessories	60
21	XLPE Cables up to 220 kV	60
22	Substation Structures	60
23	Transmission Line Towers	60
24	Porcelain (Disc/Long Rod) Insulators	60
25	Bus Post Insulators (Porcelain)	60
26	Porcelain Disc Insulators with Room Temperature Vulcanisation (RTV) coating	50
27	Porcelain Longrod Insulators withRoom Temperature Vulcanisation (RTV) coating	50
28	Hardware Fittings for Porcelain Insulators	60
29	Composite/Polymeric Long Rod Insulators	60
30	Hardware Fittings for Polymer Insulators	60
31	Bird Flight Diverter (BFD)	60
32	Power Line Carrier Communication (PLCC) System (up to 800 kV)	60
33	Gas Insulated Switchgear (up to 400 kV AC)	60
34	Gas Insulated Switchgear (above 400 kV AC)	50
35	Surge/Lightning Arrester (up to 765 kV AC)	60
36	Power Capacitors	60
37	Packaged Sub-station (6.6 kV to 33 kV)	60
38	Ring Main Unit (RMU) (up to 33 kV)	60
39	Medium Voltage (MV) GIS Panels (up to 33 kV)	60
40	Automation and Control System/Supervisory Control and data Acquisition (SCADA) System in Power System	50
41	Control and Relay Panel (including Digital/Numerical Relays)	50
42	Electrical Motors 0.37 kW to 1 MW	60
43	Energy Meters excluding smart meters	50
44	Control & power cables and Accessories (up to 1.1 kV)	60
45	Diesel Generating (DG) set	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficent local capacity and competition	Class-I Local Supplier (Minimum Local Content (%)
46	DC system (DC Battery & Battery Charger)	60
47	AC & DC Distribution Board	60
48	Indoor Air Insulated Switchgear (AIS) upto 33 kV	60
49	Poles (PCC, PSCC, Rolled Steel Joist, Rail Pole, Spun, Steel Tubular)	60
50	Material for Grounding/earthing system	60
51	Illumination system	60
52	Overhead Fault Sensing Indicator (FSI)	50
53	Power Quality Meters	50
54	Auxilliary Relays	50
55	Load Break Switch	50
	(B) Hydro Sector	
56	Hydro Turbine & Associated equipment	
	a) Francis Turbine	60
	b) Kaplan Turbine	60
	c) Pelton Turbine	50
57	Main Inlet Valve & Associated Equipment	60
58	Penstock Protection Valve and Associated Equipment	60
59	Governing system & Accessories	60
60	Generator for Hydro Project & Associated Equipment	60
61	Static Excitation System	60
62	Workshop Equipment	60
63	Cooling Water System	60
64	Compressed Air System	60
65	Drainage/Dewatering System	60
66	Fire Protection System	60
67	Heating, Ventilation & Air Conditioning System (HVAC)	60
68	Oil Handling System	60
69	Mechanical Balance of Plant (BOP) Items	60
	(C) Thermal Sector	
	Boiler Auxiliaries	
70	Air Pre-Heater	60
71	Steam Coil Air Pre Heater (SCAPH)	60
72	Steam soot blowers [wall blowers & Long Retractable Soot Blower (LRSB)]	60
73	Auxiliary Steam Pressure Reducing & Desuperheating (PRDS)	60
74	Fuel oil system	60
75	Seal air Fan	60
76	Ducts and dampers	60
77	Duct expansion joints	60
78	Blowdown tanks	60
79	Coal burners and oil burners	60
80	Coal mills	60
81	Gear Box of Coal Mill	50
82	Coal feeders	60
83	Primary Air Fans	60
84	Forced Draft Fans	60
85	Induced Draft Fans	60
86	Forced Draft (FD)/Induced Draft (ID)/ Primary Air (PA) Fan Servo Motor Assembly	50
87	Tubes (Carbon Steel)	50
88	Steam pipes (Carbon Steel)	50
89	Steam drum	50
90	Separator	50
91	Selective Catalytic Reduction (SCR)	50

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficent local capacity and competition	Class-I Local Supplier (Minimum Local Content (%)
	Electro-Static Precipitators (ESPs)	
92	Casing	60
93	Electrodes	60
94	Rapping System	60
95	Hopper Heaters	60
96	Transformer Rectifiers	60
97	Insulators	60
	Turbine & Auxiliaries	
98	Turbine (High Pressure/Intermediate Pressure/Low Pressure)	50
99	Condensate Extraction Pumps	60
100	Condenser On line Tube Cleaning System (COLTC)	60
101	Debris filters	60
102	Deaerator	60
103	Drain Cooler and Flash Tank	60
104	ECW Pump	50
105	Plate Heat Exchanger	50
106	Self- cleaning filters	50
107	Condensate Polishing Units (CPUs)	60
108	Chemical Dosing System	60
109	Oil Filter	60
110	Gland Steam Condenser	60
111	Oil Purifying Centrifuge	50
112	Water Cooled Condenser	50
113	Boiler Feed Pumps (BFPs)	50
	Generator and Auxillieries	
114	Generator (including Seal Oil System, Hydrogen Cooling System, Stator water cooling system)	60
	Electrical Works	
115	Control and metering equipment	60
	Control & Instrumentation System (C&I System)	
116	Thermocouples	50
117	Measuring instruments [Resistance Temperature Detectors (RTDs)], Local gauges	50
118	Actuators (Pneumatic and conventional electric)	50
119	Interplant Communication/ Public Address (PA) system except IP based	50
	Coal Handling Plant	
120	Conveyors	60
121	Wagon Tippler	60
122	Side Arm Charger	60
123	Paddle feeder	60
124	Crushers & Screens	60
125	Dust suppression (dry fog & plain water) system	60
126	Air Compressors	50
127	Magnetic separators & metal detectors	60
128	Coal Sampling System	60
129	Stacker cum reclaimer	60
130	Belt weighing & monitoring system.	60
131	Wheel & axle assembly (without bearings) for Bottom Opening Bottom Release (BOBR) Wagons	60
	Ash Handling System	
132	Clinker grinder	60
133	Water jet ejectors	60
134	Scrapper chain conveyor	60
135	Dry fly ash vacuum extraction system	60
136	Pressure pneumatic conveying system	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficent local capacity and competition	Class-I Local Supplier (Minimum Local Content (%)
137	Ash water & ash slurry pumps	60
138	Compressors, air dryers & air receivers	50
139	Ash water recovery system	60
	Raw Water Intake & Supply System	
140	Travelling water screens	60
141	Raw water supply pumps	60
142	Valves, RE joints etc.	60
	Water Treatment System and Effluent Treatment System	
143	Clarification plant	60
144	Filtration plant	60
145	Ultra filtration plant	50
146	Reverse Osmosis (RO) plant and its membrane	55
147	De-Mineralised water plant (DM Plant)	60
148	Chlorination plant	60
149	Chemical dosing system	60
150	Effluent Treatment Plant	60
	Circulationg Water (CW) & Auxiliary Circulating Water (ACW) System	
151	CW & ACW Pumps	60
152	Butter Fly (BF) valves, Non-return Valves (NRVs) etc.	60
153	Rubber Expansion (RE) joints	60
154	Air release valves	60
	Cooling Towers (NDCT/ IDCT)-Natural-Draft and Induced Draft Cooling Tower	
155	Water Distribution System	60
156	Spray nozzles	60
157	Packing	60
158	Drift eliminators	60
159	Cooling Tower (CT) Fans (for Induced Draft Cooling Towers IDCT)	60
160	Gear boxes, shafts & motors (for IDCT)	60
	Air Conditioning & Ventilation System	
161	Split & window air conditioners	60
162	Chilling/ condensing unit [upto 500 ton of refrigeration(TR)]	55
163	Air Handling Unit (AHU) and Fresh air unit	60
164	Cooling Towers	60
165	Air Washing Units (AWUs), axial fans, roof extractors	60
166	Ducts, louvers & dampers	60
	Flue Gas Desulphurization (FGD)	
167	Spray Nozzles,	50
168	Spray header	50
169	Oxidation Blowers	50
170	Limestone wet Ball Mill	50
171	Slurry Handling Pumps for FGD system	50
172	Booster Fans for FGD system	50
173	Carbon Steel Ducts and Dampers for FGD	60
174	Storage Tanks and Silos	60
175	Process Water Pump for FGD system	50
	(D) Other Common Items	
	Fire protection and detection system	
176	Motor driven fire water pumps	60
177	Diesel engine driven fire water pumps	60
178	Hydrant system for the power plant.	60
179	High velocity water spray system	60
180	Medium velocity water spray system	60
181	Foam protection system	60
182	Inert gas flooding system	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficent local capacity and competition	Class-I Local Supplier (Minimum Local Content (%)
183	Fire tenders	60
184	Portable fire-extinguishers	60
185	Cranes, EOT cranes, gantry crane & chain pulley blocks etc.	60
186	Elevator	60

(E) Minimum Local Content percentages in Engineering, Procurement & Construction (EPC) / Turnkey project

In case the contract is awarded through the EPC route, the contractor should comply with the requirement of MLC for individual items as listed in Annexure-I and should purchase these items only from Class-I Local supplier. In addition, MLC for complete EPC project may also be prescribed as below:

	(1) Package Based Works	Minimum Local Content (%)
1	Boiler	60
2	TG System (Water Cooled Condenser)	60
3	Ash Handling Plant	60
4	Coal Handling Plant	60
5	Electro-static Precipitator (ESP)	60
6	Circulating Water (CW) System	60
7	Cooling Tower	60
8	Water Treatment System	60
9	Air Conditioning System (below 500TR)	60
10	Flue Gas Desusphurisation (FGD) System	60
11	Station Control & Instrumentation (C&I)	50
12	Hydro Power Projects (Electro-Mechanical Works)	60
	Gas based generation	
	Overall Gas Turbine Package (on finished Product basis)	
13	< 44 MW	60
14	44 –145 MW	50
	Overall Combined Cycle Gas Turbine (CCGT) Package (on finished Product basis)	
15	< 44 MW	60
16	44 – 145 MW	60
17	> 150 MW	60
	(2) Project as a whole	
1	Works and service contracts in Power Sector	60
2	Transmission Line with Conventional conductors (ACSR, AAAC, AL-59 etc.)	60
3	Transmission Line with High temperature Low Sag (HTLS) conductors	60
4	HVAC Substation Air Insulated (AIS)	60
5	HVAC Substation Gas Insulated (GIS)	60
6	HVDC Substation	60
7	Distribution Sector	60

Annexure-II

General guidelines to be adopted selectively in an appropriate manner by the procuring entities in their tender documents.

1. The bidder shall have to be an entity registered in India in accordance with law.
2. The bids shall be in the language as prescribed by the tenderer/procurer.
3. The bids shall be in Indian Rupees (INR) (in respect of local content only).
4. Indian subsidiaries of foreign bidders shall have to meet the qualifying criteria in terms of capability, competency, financial position, past performance etc.
5. The bidder shall follow Indian laws, regulations and standards.
6. To be eligible for participation in the bid, foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India as may be specified by the tenderer/ procurer.
7. Similar or better technology than the technology offered in respect of material, equipment and process involved shall be transferred to India. Along with the transfer of technology, adequate training in the respective field shall also be provided.
8. Country of origin of the equipment/material shall be provided in the bid.
9. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for more than _____ years (to be specified by the procurer).
10. The technologies/ products offered shall be environmental friendly, consuming less energy, safe, energy efficient, durable and long lasting under the prescribed operational conditions.
11. The supplier shall ensure supply of spares, materials and technological support for the entire life of the project.
12. The manufacturers/ supplier shall list out the products and components producing Toxic E-waste and other waste as may be specified. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled / disposed of by the Manufacturer/ supplier and for this, the Manufacturer/supplier along with procurer has to establish recycling / disposal unit **or** as may be specified.
13. Minimum Local Content requirement for goods, services or works shall be in accordance with the conditions laid down in respective Order(s) of the sectors on Public Procurement (Preference to Make in India) to provide for purchase preference (linked with local content).

14. The equipment/ material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available.

15. The Tender fee and the Bank Guarantee (BG) shall be in Indian Rupees only.

16. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.

17. Applicable safety requirements shall be met. Regular safety audit shall be carried out by the manufacturer/ supplier.

18. Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report shall be submitted to the procurer/appropriate Authorities.

19. Formation of new joint venture in India shall be permitted only with the Indian companies.

20. Tendering by the agent shall not be accepted.

21. In case local testing is not considered necessary by the procurer, theoriginal test report in the language prescribed by the procurer may be accepted. The translated test report shall not be accepted unless it is notarised.

22. Certification/compliance as per the Indian Standards/ International Standards/ Indian Regulations/ specified Standards shall be mandatory, where ever applicable.

23. Quality assurance of the product shall be carried out by the procurer or an independent third party agency appointed by the procurer. Manufacturing Quality Plan as approved by the procurer shall be followed by the manufacturer/supplier.

24. Wherever required by the procurer, foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of utilities.

25. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.