CEMENT CORPORATION OF INDIA LIMITED
TANDUR CEMENT FACTORY
P.O.CCI TANDUR - 501158, VIKARABAD (TELANGANA)
CINNo.U74899DLI965GOI004322

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NIT NO.:TCF/ TPTN / MKTG /CMT/26-27/03 Dated:- 04/11/2026

NOTICE INVITING E-TENDER (NIT)

Online electronic bids through E- Tendering System (ETS) are invited from Transporters having adequate experience for **Transportation of 6,000 MT cement by Road from M/s CCI-Tandur Cement factory to various destinations by Road slab wise on per MT / per KM basis**. The tender should meet the eligibility criteria as stated in the tender for qualifying the Techno Commercial Bid. The Complete set of tender documents is available on websites www.cciltd.in, www.etenders.gov.in/eprocure/app (CPPPortal).

E-TENDERNO.	TCF/ TPTN / MKTG /CMT/26-27/03
MODE OF TENDER	e-Procurement System etender (Online Two Bid) through etenders.gov.in/eprocure/app, (CPP Portal)
Date of NIT available to parties to download	**From 04.11.2026 (13.00hrs)** **Till 11.11.2026(14.30 hrs)**
i)Earnest Money Deposit	NIL
Last date of submission of EMD, valid SSI/NSIC/MSME certificate and other documents required as per tender terms & Conditions under covering letter.	**11.11.2026(16.00hrs.)**
Date of Starting of e-Tender for submission of online Techno- Commercial Bid and Price Bidatwww.cci-etender.com	**FROM 04.11.2026 (13.00HRS)** **TILL 11.11.2026 (16.00HRS)**
Date & time of opening of Part- A (i.e.Techno-CommercialBid) Part-B Price Bid :Date of opening of Part-B i.e. price bid shall be informed separately	**12.11.2026 at 16.30 hrs.** To be communicated separately.
Validity of bids	120days from the date of the techno-commercial bid opening.
TENDER FEE	NIL

Offer is invited for Transportation of cement by Road from CCI-Tandur Cement factory by

Road slab wise on per MT / per KM basis and destination wise on per MT basis.

1) Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.

2) Only those tenders shall be considered who deposit the earnest money, tender cost and transaction fee by due date.

3) The price-bid should be only as per CCI's price-bid format otherwise the tender is liable for rejection.

ListofAnnexure

The tender documents comprise of following:-

Annexure-I	Important Instructions to Bidders
	Part-I instructions to Tenderers, Part-II-General Terms& conditions, covering letter, Integrity pact and Annexures 3 to 9 which are available in CCI websitewww.cciltd.in /tenders must be submitted by tenderer duly filled in.
Annexure-II	Part-III-Special terms &conditions
Annexure-III	Price Bid Proforma (Price schedule) to be submitted duly Filled in on-line as Part-B. Cost breakup rates quoted may also be furnished.

Please visit our websitewww.cciltd.in for Part-I instructions to Tenderers, Part-II-General Terms& conditions, covering letter, Integrity pact and Annexures 3 to 9 which are available in CCI websitewww.cciltd.in /tenders must be submitted by tenderer duly filled in along with the tender.

Important instructions for E- procurement

This is an e-procurement event of CEMENT CORPORATION OF INDIA. The e-procurement service provider is etenders.gov.in/eprocure/app, (CPP Portal)
You are requested to read the tender terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1

Process of E-Tender:

Registration:

The process involves vendor's registration with CPP portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. Bids will not be recorded without Digital Signature.

SPECIALNOTE:THEPRICEBIDANDTHETECHNO-COMMERCIALBIDHASTOBE SUBMITTEDON-LINEATetenders.gov.in/eprocure/app,(CPP Portal)

Vendors are required to register themselves online withetenders.gov.in/eprocure/app, (CPP Portal) → 'Register Me' link. Filling up details and creating own user id and password→ Submit.

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact CCI (before the scheduled time of the e- tender).

Contact person(Cement Corporation of India):

Name	email	Landline	mobile
Amit Joseph MM deptt	mm_tdo@cciltd.in	08411-247221	87126 20480
Pulkit Amburkar Mktg Deptt	ccimarketing@rediffmail.com , ccimktgtdo@gmail.com	08411-247240	87126 20471
S Alam,M&CS (IT DEPTT)	mirstandur@gmail.com		87126 20443

SystemRequirement:

Windows 8, 10 Professional Operating System, Internet Browser-9, 10 &11. Signing type Class 3 digital signature Java JRE 6 and above

2	Part-A Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. Part-B Price bid will be opened electronically of only those bidder(s) who's Part- A Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them. Note: The tenderers are advised to offer their lowest possible rates taking into account the prevailing market conditions. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.
3	All entries in the tender should be entered in online Technical &Commercial Formats without any ambiguity.
4	In case of failure to access the payment towards non –refundable fees for any reason, the vender, in term, will not have the access to online e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder (s) are advised to make remittance of non- refundable fees through separate DD well in advance and verify completion of transaction in respect of non-refundable fees. Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guidelines.
5	All notices/ corrigendum and correspondence to the bidder (s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate mail I.D. provided is valid and updated at the stage of registration of vendor. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.
7	E-tender cannot be accessed after the due date and time mentioned in NIT.
8	Bidding e-tender: It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender. Unit of Measure (UOM) is indicated in the-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
9	Any or de resulting from this open e-tender shall be governed by the terms and conditions mentioned there in.

10	No deviation to the technical and commercial terms & conditions are allowed.
11	After submitting on line bid ,the bidder cannot access the tender, once it has been submitted With digital signature
12	CCI has their right to cancel this e tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and process laid down in the website etenders.gov.in/eprocure/app,(CPPPortal).
14	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical &commercial formats.
16	The documents uploaded by bidder (s) will be scrutinized .In case any of the information furnished by the bidders found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.
17	Bidders are requested to read the vendor guideline in the page etenders.gov.in/eprocure/app, (CPPPortal) to familiarize themselves with the system before bidding.

For and on behalf of CCILtd.

HOD(MKTG)

GENERAL INSTRUCTION

01) Payment: As per Part –III (Special Terms & Conditions)

02) Please indicate your GST number and Pan Card number

03) EARNEST MONEY DEPOSIT: Rs.1,31,400/- (Rupees One Lakh thirty one thousand and four hundred only) by way of RTGS only in favour of Cement Corporation of India Limited, payable at State Bank of India, Karankote Branch. A/c No. 62017406489, IFSC code: SBIN0020446.

04) SECURITY DEPOSIT: As per Clause No.6. of Part –III (Special Terms & Condition)

05) Mode Of Tender: Online Two Bid through etenders.gov.in/eprocure/app, (CPP Portal) Comprising of Techno Commercial Bid and Price Bid without Reverse Auction.

06) DELAYED IN EXECUTION OF WORK - CLAUSE: In case of any delay in execution of work: (a) You will be charged with the Liquidated damages as per Clause No.7. of Part –III (Special Terms & Condition)

07) ARBITRATION : In the event of failure in execution of total contract/part of contract or any dispute for the value exceeds Rs.50,000/- case will be referred to Arbitration as per Indian Arbitration Act. Arbitrator to be appointed by C & M D of CCI.

08) JURISDICTION : Vikarabad District (TS) Civil Courts.

09) Our Corporation reserves the right to cancel or accept or reject any offer or tender the same without giving any reason or justification.

10) The tenderers do not have any claim on the award of work order supply order.

11) Individual offer should be given for each enquiry. Clubbing of offers against more than ONE (01) enquiry is not allowed such offers will be rejected.

12) The rates accepted shall remain firm during the tenure of this contract and no increase will be allowed on this account whatsoever it may be. However if any rates received are lower than the existing rate for the similar nature of work, the same rate/s are applicable to this contract also, the same may kindly be noted by the contractor.

13) The tender will be award on item wise L1 (Comparative evaluation of bids will be carried out on the Basic price (net of GST) only.

ELIGIBILITY CRITERIA

1. The tenderer should have adequate experience in the related field and should furnish supporting documents giving details similar jobs executed during last three years.
2. Transporters quoting for more than one destination/slab must have a minimum turnover of Rs.50.00 lacs per annum for each year for the last three years. Accordingly, 3yrs. Audited Balance sheet has to be submitted along with the tender as a proof of their respective turnover.
3. Transporter quoting for the single destination only must have a minimum turnover of Rs. 20.00 lacs per annum for each year for the last three years. Accordingly, 3 yrs. Audited Balance sheet has to be submitted along with the tender as a proof of their respective turnover.
4. Along with this, transporters quoting for only single destination other than road fed depots also need to have turnover of Rs. 20.00 lacs per annum for each year for the last three years Accordingly, 3 yrs. Audited Balance sheet of respective turnover for qualifying to participate.
5. The transporter quoting for single destination should minimum 5 numbers of trucks, out of which minimum 2 numbers of trucks should be owned. However, respective Transporters shall also have to place trucks with load of 25MT or more as per orders in the time stipulated in the Part III clause no 4 (A to D)
6. Similarly, transporters quoting for slabs and/or more than one destination should minimum 10 numbers of trucks, out of which minimum 2 numbers of trucks should be owned.

ANNEXURE-II

CEMENT CORPORATION OF INDIA LIMITED

Part–III Special terms & conditions of E-tender for transportation works.

This tender contains part-I and II general terms, Part-III special terms and conditions and price bid. Please visit our web site www.cciltd.infor Part-I instructions to Tenderers ,Part-II-General Terms & conditions, covering letter, Integrity pact and Annexures 3 to 9 which are available in CCI website www.cciltd.in /tenders must be submitted by tenderer duly filled in along with the tender.

IN ADDITION TO THE GENERAL TERMS & CONDITIONSOF THETENDER UNDER PART-I, II, THE FOLLOWING SPECIAL TERMS & CONDITIONS WILL ALSO APPLY TO THE CONTRACT. SPECIAL CONDITIONS, IF CONTRADICTORY TO ANY CONDITIONS GIVEN IN PART-I,II, SHALL PREVAIL UPON SUCH CONDITIONS:

In case of the due date of sale / submission / opening of tender falling on Government holiday(s), the succeeding working day / date will be treated as due day / date automatically. However, the time will remain unchanged.

01. SCOPE OF WORK:

The contractor shall undertake to transport the goods/material as per instructions and delivery programme given by the concerned authority of the unit from time to time.

The contractor shall promptly provide adequate number of trucks to effect delivery of goods/material.
The loading material/ goods into contractor's trucks will be arranged by the Corporation.

If required unloading of cement bag has to be done by the transporter as per the instruction of CCI and Unloading charges of cement bag @ Rs.5/-per bag shall be reimbursed against supply by the transporters to Govt.& Institutional sale wherever applicable as per the certification given by Depot Incharge.

The contractor shall prepare, after receipt of material./goods from the Corporation, a delivery receipt in quadruplicate in respect of each consignment. One copy of such receipt, after having been signed by the contractor or his authorized agent shall be given to the Corporation at the time of taking delivery.

The contractor shall obtain the signature of the stockiest/stores/consignees on three delivery receipt in token of having delivered the consignment and leave a copy thereof with the stockiest/stores/consignee. Of the remaining two copies of delivery receipt one shall be returned to the consigner and the other one shall be retained by the contractor. In case of supply to

Government Departments and other Rate Contract Parties, the Contractor shall obtain Consignee Receipt Certificate in addition to delivery receipt as above.

The contractor shall ensure that the material is delivered at the destination/ godowns of the stockiest/stores/consignees during working hours notified by competent authority or in the absence of the same, during day time (normal work hours).

The loaded material shall be made to the authorized consignee/consignee's or authorized representative. The contractor will be responsible for any wrong delivery and shall have to redeliver/re-transport immediately to the right place and person without any extra charges to CCI and to make good any loss arising there from, as soon as such incidence comes to/brought to his notice.

No transshipment should be done on en-route.

Transporter may be required to deliver part quantity of cement at more than one destination but not more than three of the particular destination. Further, 15KM Radius of that destination has to be covered without any additional freight (for direct customers only).

Loading shall be as per RTO passing of trucks. Transporter shall indemnify CCI for any liability arising.

In case of natural calamity if en-route to destination any disruption arises then alternative next longer route may be adopted and transporter will be reimbursed via longer route. Unit marketing after discussion with concerned dump incharge will make necessary changes after taking approval from CA.

02. SAFETY CLAUSE

Transporters shall comply with all safety measures as mentioned below:-

1. You shall undertake and instruct your drivers to participate in all the training programs conducted from time to time and follow the rules and regulations inside the factory premises informed from time to time.
2. Follow road traffic rules in plant premises.
3. Maintain a speed limit of 10KMPH inside the plant premises.
4. Position the truck in earmarked area only at the loading point.
5. Driver should be careful while loading of truck and should not take rest under the truck.
6. Avoid mobile phones while driving vehicle/inside plant premises.
7. Driver should have valid license to drive which shall be checked at security.
8. Driver shall never be permitted in to plant in alcoholic condition.
9. Drivers should never sleep on top of the truck's cabin.
10. Never cover the tarpaulins/stop the truck under power lines especially under HT Power lines.
11. Never throw waste materials like carry bags supari/gutka packets etc, here & there throw

them in dust bins.

12. Never take alcohols inside the plant.
13. No crew member under 18 years age shall be allowed inside the plant or anywhere around.
14. Reverse horn is must.
15. Each truck has to have two tarpaulins one to be have on the floors board and the other to cover the consignment.
16. Proper lighting systems in front and back is must.
17. EMS Requirement: You shall ensure to adhere the following Environmental Management system requirements.

a) Certificate of registration is made available with driver.
b) Driver should possess the original valid driving license.
c) PPE (Personal Protective Equipment) is mandatory to the truck crew while entry in to the plant including safety seat belt to the driver as per CSI guidelines & Group guidelines.
d) PUC (Pollution under control) certificate should be available in vehicle.
e) Fire Extinguisher is to be provided in Driver's Cabin of a Truck.

03. QUANTITY: 6,000 MT (+/- 25%) -However corporation reserves the right of Repeat order on successful performance of Transporter.

The quantity as required by CCI shall be transported to/from various places is indicating the Price Bid Performa attached.
The total quantity given is indicative. Time is essence of this contract, hence, the Corporation reserves the right to make qty variations to any extent + / - depending upon the actual requirement during the period of contract. The contractor shall not be entitled to any claim or compensation whatsoever, on this account. Further, as quantities are indicative, quantities in any destination /slab can vary as per requirement. Quantity shall be interchanged among the destination/ slab as per the requirement time to time.

The Corporation reserves its right to transport material in the trucks owned/ hired by CCI, if deemed necessary or to arrange other means of transport in case of contractor's failure at its discretion. The Corporation reserves its right to claim compensation for losses suffered if any in this connection.

04. RATES:
The rates quoted shall remain firm during the contract period (including extended period & Quantity if any) from the date of award of work except for diesel price increases/decreases. In case of variation of diesel rate for every Rs.0.10 per liter increase or decrease in the cost of dieselRs.0.30perkm per MT shall only be allowed/recovered as variation in transport rate as escalation/de-escalation on fortnightly wt. average rate basis. The diesel rate as applicable on the closing date of techno-commercial bid submission including corrigendum if any shall be considered as base rate for calculation of diesel escalation / de-escalation.

Rates should be quoted in Rs. per MT in case of destination wise for Dumps and Rs. per MT/per KM basis in case of slab wise. Quoting rates in other format is not acceptable. The road map of Survey of India/Google map distances would be considered for Determining the distances

IMPORTANT NOTE

04. A Quoted rate for destination and KM slab basis will be separately considered for evaluating L-1, however, for destination freight, the freight of the corresponding distance slabs shall also be considered and lower of the two shall be the freight for that particular destination shall be determined.

In case rate of the distance slab is higher than the freight of distance slab of the preceding slab, the rate of the preceding slab will be applicable.

Withholding Taxes as applicable from time to time shall be deducted from payments.

04. B Transportation will be on per MT/KM basis through corresponding distance slab for all places not for cover than destination places price bid. While distance of most of the places are approved, cement dispatch on stock transfer basis may be sent beyond dump destination, distance of these destinations will be certified by the Dump In-charge and verified by the Committee and payment will be made according to slab.

04. C Bidders have to quote for entire quantity in a particular distance slab.
The quantity against a slab is indicated.
In case of non-performance by any of the transporter, the corporation reserves the right to allocate the quantity to other transporter. The orders which are not executed within 24 hours of order allocation to the transporters be transferred to a Common pool which can be accessed by any registered / authorized transporters including the original transporter who had been given the order, on first cum first serve basis. After 48 hours the quantity will be allocated to other transporter at the risk& cost basis to original transporter. There will be no restriction in allotment to common pool quantity.

Tenderers are required to quote rate for all distance slabs in price bid but in destination price bid tenderers can quote for any OR all destinations of their choice.

L-1 Tenderer will be arrived on individual item slab and destination wise.
No detention or statistical charges shall be paid by the Corporation.

04. D NEWCLAUSE

In the distance slab, the freight shall be capped to the extent of freight at start of next higher distance slab and restricted and protected accordingly.

For example-:

If we consider distance slab for– 151KM – 200 km & 201km –250km

The freight of 198km cannot be higher than the freight of 201 km as per calculation of the

freight quoted on Rs PMT and PKM basis.
In this case, the freight shall be restricted for the freight of 201 KM and so on….

5. EARNEST MONEY DEPOSIT (EMD):
For this tender Rs.1,31,400/- (Rupees One Lakh thirty one thousand and four hundred only) by way of RTGS only in favour of Cement Corporation of India Limited, payable at State Bank of India, Karankote Branch. A/c No. 62017406489, IFSC code: SBIN0020446.

EARNEST MONEY DEPOSIT (EMD):
— For Tender Ref. No. TCF/MKG/TPTN/PKD-CMT/25-26/R dated 23.05.2025 and Limited Tender Ref. No. TCF/MKG/TPTN/Limited/25-26 dated 13.12.2025 & Tender Ref No. TDO/MKG/TPTN/CMT/25-26 Dated 06.03.2026 successful bidders (including existing awarded parties) exempted to submit the EMD.

6. **SECURITY DEPOSIT/ CUSTODY DEPOSIT**:
Successful tenderers should furnish Security Deposit of @ 5% of total order/contract value limited to Rs ten lakhs Security Deposit shall be obtained by way of BG/ RTGS to a/c No.62017406489 IFSC SBIN000446.

In addition to the above, successful Bidders should also submit Rs.5.00 lakhs as Security Deposit for holding of CCI Cement in transit within 15 days of LOI/ award of contract.

Security Deposit — For Tender Ref. No. TCF/MKG/TPTN/PKD-CMT/25-26/R dated 23.05.2025 and Limited Tender Ref. No. TCF/MKG/TPTN/Limited/25-26 dated 13.12.2025 & Tender Ref No. TDO/MKG/TPTN/CMT/25-26 Dated 06.03.2026 successful bidders (including existing awarded parties) shall be required to submit the Security Deposit @ 5% of the total contract value and an additional ₹5 lakhs towards cement in transit (subject to capped at ₹10 lakhs & ₹5 lakhs towards cement in transit respectively).

"The penalty/levies of this tender TCF/TPTN/MKTG /CMT/26-27/02 dtd: 27.06.2026 and the earlier tender bearing Ref No TCF/MKG/TPTN/PKD-CMT/25-26/R dtd: 23.05.2025 & Tender Ref No. TDO/MKG/TPTN/CMT/25-26 Dated 06.03.2026, can be recovered from security deposit of either tender".

7. PENALTY:
7A)Time is essence of this contract and transporter has to ensure to place truck strictly as per requirement and instruction to that effect.

The contractor shall ensure delivery of the material entrusted to him for transportation to the consignee in right quantity and as per the conditions and quality handed over to
Him and shall be wholly responsible for any damage, deterioration & shortage due to any reasons whatsoever.

7B) Each truck has to have two tarpaulins one to be have on the floors board and the other to cover the consignment. The contractor shall take all due precautions for proper protection and safety of the material entrusted to him.

7C) The recovery for any damage, deterioration or shortage shall be made at the prevailing market rates or invoice value whichever is higher including taxes and duties plus 10% extra towards incidental charges.

7D) In case the shortage in delivery or non-delivery of the material handed over for transportation found to be due to any malafide intention on the party of the contractor or his representatives, the recovery shall be at double the rates indicated in sub para 5.3.This recovery shall be without prejudice to any other remedies available to the Corporation under law.

7E) The decision of the Corporation in assessing damage/loss shall be final and binding on the contractor. The Corporation will, however, not be bound to prove that it has suffered the loss to the extent of penalty levied.

7F) The contractor shall ensure that the material is delivered within a maximum period of three days from the date of loading/taking delivery. For instances beyond 750 Kms. Number of days for delivery will be calculated @ 250 Kms of distance covered per day. In case of any delay, penalty @Rs.500/- per day/per truck will be payable by the contractor. However, declared holidays are not to be taken into account for calculating delay.

7G) Trucks are to be placed for loading within a period of 12 hours from receipt of instructions from the Marketing department either on phone or in writing failing which a penalty of Rs.1000/- per truck per day per pending orders till execution of orders shall be levied for non-placement of truck to L-1Transporters.

7H) In case of non- performance by any of the transporter, the corporation reserves the right to allocate the quantity to any other transporter. However, The orders which are not executed within 12 hours of order allocation to the transporters be transferred to a Common pool which can be accessed by any registered/ authorized transporters including the transporter who had been given the order on first cum first serve basis. Further Corporation reserves the right to execute the work after 24 hours at risk & cost of transporter who initially failed to place trucks at its discretion and without assigning any reason thereof. Also, transporter has to place truck strictly for quantity as per RTO passing.

The transporter shall provide the GPS map of the route taken by the truck for the trip.
The transporters must be submitted the freight bills, alternatively the photo through a GPS enabled camera app can be provided. In the absence of both, a penalty of Rs.500/- per truck/trip shall be imposed to transporter.

7I) In case of non supply of vehicles for more than 20% cases the party will not be permitted to participate in the next tender for one year. This does not restrict their taking part in common pool.

If any material are caught unauthorized and illegal unloading of cement trucks in local or en- route between destination, two times value of cement will be recovered from defaulter / transporter's running bills or Security Deposit. Further strict action will be taken against defaulter.

CCI reserve the right to revise the recovery value towards penalty of shortages and damages or non delivery which shall be intimated or as decided by the Company.

While the contractors shall place trucks as per CCI delivery plant o the locations mentioned, CCI reserve the right to add more location(s).

08) **ENTRY TAX/ OCTROI:**

The contractor shall be responsible to obtain octroi exemption for which necessary declaration shall be furnished by CCI or its authorized agent. However, where octroi exemption is not granted as a rules, the payment of octroi shall be done by the contractor. The reimbursement once sheet has to be submitted along with the tender as a proof of their of the same to the contractor shall be done by the Corporation to the extent it is permissible after verifying that octroi has actually been paid on production of documentary proof. Similarly, Entry Tax paid if any, will be reimbursed by CCI on production of documentary evidence.

09. **TURNOVER:**

(a) Transporters quoting for more than one destination/slab must have a minimum turnover of Rs.50.00 lacs per annum for each year for the last three years. Accordingly, 3yrs. Audited Balance sheet has to be submitted along with the tender as a proof of their respective turnover.

(b) Transporter quoting for the single destination only must have a minimum turnover of Rs. 20.00 lacs per annum for each year for the last three years. Accordingly, 3 yrs. Audited Balance sheet has to be submitted along with the tender as a proof of their respective turnover.

(c) Transporters quoting only for one or more of road fed depots (Falknuma, Miyapur, Musapet, Rampally and Hubli) minimum turnover to qualify will be only Rs.20.00 lakhs per annum for each year for the last three years Accordingly, 3 yrs. Audited Balance sheet has to be submitted along with the tender as a proof of their respective turnover.

(d) Along with this, transporters quoting for only single destination other than road fed depots also need to have turnover of Rs.20.00 lakhs per annum for each year for the last three years Accordingly, 3 yrs. Audited Balance sheet of respective turnover for qualifying to participate.

The tenderer has to give undertaking that he has quoted the rates for entire KM distance slabs (either for Maharashtra, Karnataka and others or Telangana and AP).

The tenderer has to give undertaking that he has quoted only for single destination OR one or more of road fed depots as the case may be.

10. EXPERIENCE:

The tenderer should have adequate experience in the related field and should furnish supporting documents giving details similar jobs executed during last three years.

11. **REGISTRATION WITHIN INDIAN BANKERS ASSOCIATION**:

The transporter shall indicate the Reg.No. If they are bank approved and furnish a copy of Regn. Certificate.

12. **NO. OF TRUCKS OWNED:** (eligibility Criteria)

The transporter quoting for single destination should minimum 5 numbers of trucks, out of which minimum 2 numbers of trucks should be owned. However, respective Transporters shall also have to place trucks with load of 25MT or more as per orders in the time stipulated in the clause no 4 (A to D)

Similarly, transporters quoting for slabs and/or more than one destination should minimum 10 numbers of trucks, out of which minimum 2 numbers of trucks should be owned.

However, respective Transporters shall also have to place trucks with load of 25MT or more as per orders in the time stipulated in the clause no 4 (A to D) Transporters should furnish documentary evidence in support of the same (As per annexure D).

Please note that GPRS fitted trucks are must.

13 ADDRESSES:

Tenderers should submit List with complete address of Regional/ Branch/ Local Offices, booking offices, godowns etc. (with telephone/telex Nos.) may be given.

14. SUBMISSION OF BILLS & PAYMENT TERMS:

The contractor shall submit fortnightly bills, complete in all respects supported by copies of the lorry and delivery receipt for payment of their bills by the unit. Payment will be made within 15 days from the date of submission of bill. The payments to contractors shall be subject to such deductions as may be applicable under the rules or laws. For the time being in force prescribed by any local, state or Central Government. Payment of the bills submitted will be made by RTGS only. The bank charges will be deducted from payment.

No bill will be entertained unless the contractor submits acknowledgement for material delivered, signed by the consignees / stockists as the case may be in respect of each and every consignment, duly indicating the G.P.No. TruckNo., date of delivery and certifying that the material has been received in good condition and in full quantity.

Income Tax will be deducted as per Income Tax Act./Pan number should be furnished immediately after award of contract.
GST will be reimbursed on submission of proof that the same was paid by the party to government account and also upload their Invoices in their GST portal.

The TDS /GST @ 2% will be deducted as per GST Act on the bill value without GST.

15. DURATION OF CONTRACT:

The contract shall normally remain in force for a period of **01** year from the date of Work Order/LOI. However, the Corporation reserves its right to extend it further for **01** year on the same rates, terms & conditions. (Corporation reserves the right of Repeat order on successful performance of Transporter)

16. REFUND OF SECURITY DEPOSIT

Security Deposit of the contractor will be refunded within three months from the date of satisfactory completion contract or on short closure as the case may be.

17. CO-ORDINATE AT TANDUR CEMENT FACTORY

Transporter is advised to post a representative at the factory premises for order execution related works, for which suitable space will be provided by CCI along with power free of cost. However GM of the Unit reserves the right to withdraw this facility without any notice. In case of requirement of transportation for ex-factory orders, the transporters have to provide service at approved rate to the customer, if required, as per mutual agreement between them. In case of any loss / damage due to such services, transporter shall directly settle the issue with customer / dealer.

18. SHORT CLOSURE OF CONTRACT

CCI reserves the right to short close the contract at any stage without assigning any reason thereof. However, CCI shall give one month notice for the same. No compensation whatsoever on any account shall be paid by CCI in the event of short closure of contract.

ADDITIONAL GTC (GENERAL TERMS & CONDITIONS)

10. DISPURE RESOLUTION

Amicable Settlement through Mediation

In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, including its interpretation, performance, or termination, the parties shall first make all reasonable efforts to resolve the dispute amicably through mutual discussion and negotiation.

If the Parties fail to resolve the dispute within 30 (thirty) days from the date of written notification of the dispute by one party to the other, the dispute shall be referred to mediation. The mediation shall be conducted in accordance with the provisions of the Mediation Act, 2023, or any statutory amendment or re-enactment thereof.

The mediator shall be;
A retired High Court Judge, or
A retired high-ranking officer with relevant technical expertise

If the Parties fail to agree on the appointment of a mediator within 15 (fifteen) days of reference to mediation, the mediator shall be appointed in accordance with the procedure prescribed under the Mediation Act, 2023.

The mediation process shall commence within 15(fifteen) days from the date of appointment of the mediator and shall be concluded within 60 (sixty) days unless extended by mutual consent of the Parties.

The costs of mediation, including mediator fees, shall be shared equally by the parties unless otherwise agreed in writing.
Any settlement reached through mediation shall be recorded in writing, signed by both Parties, and shall have the same binding effect as a judgment or decree under law.
Judicial Remedies
If the mediation process fails to resolve the dispute within the prescribed timeline or if no settlement is reached, either party shall been titled to seek judicial remedies before the competent courts as specified herein.

The courts having Jurisdiction at New Delhi shall have exclusive jurisdiction over all disputes, controversies, or claims arising out of or relating to this agreement.
Governing Law & Applicability of AMRCD
This Agreement and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of India.
3.2. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises(CPSEs)/ Port Trusts interest and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

ANNEXURE - I

No. P-45021/2/2017-B.E.-II
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
****

Dated 15th June, 2017
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017

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.

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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.

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 goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.

   b. In the procurements of goods 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 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.

      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.

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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.

   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

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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.

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 that 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."

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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**: Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,

    a. reduce the minimum local content below the prescribed level;

    b. reduce the margin of purchase preference below 20% ;

    c. exempt any particular item or procuring 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 marked to the Member-Convenor of the Standing Committee constituted under this Order.

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

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

    Secretary, Department of Industrial Policy and Promotion—Chairman
    Secretary, Commerce—Member
    Secretary, Ministry of Electronics and Information Technology—Member
    Joint Secretary (Public Procurement), Department of Expenditure—Member
    Joint Secretary (DIPP)—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.

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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.

(B. S. Nayak)
Under Secretary to Government of India
Ph. 23061257

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: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

2. **Definitions**: For the purposes of this Order:

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

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

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

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

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

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

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

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

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

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

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

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

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

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3A. Purchase Preference

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

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

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

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

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

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

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

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

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

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

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

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

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

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

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

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

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

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

6. **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content**:

   a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

   b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

   c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

   d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

   e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

   f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

   i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

   ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

   iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

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

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

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

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ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.

v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f. "All administrative Ministries/Departments whose procurement exceeds *Rs.* 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Annexure-2

Public Procurement (Preference to Make in India):

The Procurement of goods and services under this tender will be regulated as per the applicable provisions of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Government of India and revised orders issued on 16.09.2020. As per said orders Bidders /Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding net domestic in direct taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

a) 'Class-I Local Supplier ‘with local content equal to or more than 50%.

b) 'Class-II Local Supplier' with local content equal to or more than 20%, but less than that applicable for Class-I Local Supplier.

c) 'Non-Local Supplier ‘with local content less than that applicable for Class-II local Supplier, in (b) above.

The 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of bidding shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-ILocalSupplier' / 'Class-IILocalSupplier' , as the case may be. Bids with false declarations regarding Local contents shall be rejected as unresponsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document. Bidders have to submit self-declaration of their local content and their status as Class-I/ClassII/Non-local Supplier and their eligibility to participate in this tender. If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

Purchase preference as per Make in India will be exercised as follows:

(a) If the Goods are Not Divisible in nature:

Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I Local Supplier' (Under MII clause at 1.12.1), the contract shall be awarded to L-1.

If L-1 is not 'Class-I Local Supplier', the lowest bidder among the 'Class-I Local Supplier' shall be invited to match the L-1 price subject to Class-I Local Supplier's quoted price falling within the marginofpurchasepreference,andthecontractshallbeawardedtosuch'Class-ILocalSupplier' subject to matching the L-1 price.

If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local

Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1price, the contract shall be awarded to the L-1 bidder.

(b) If the Goods are Divisible in nature:

Among all qualified bids, the lowest bid shall be termed as L-1.

If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L1.After that, the lowest bidder among the 'Class-I local Supplier' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded to him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 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 L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.

(c) Where contract is to be awarded to multiple bidders:

In Bids where contracts are to be awarded to multiple bidders subject to matching of L-1 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:

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

In Bids, other than the sufficient local capacity and competition for the item to be procured,‘ Class II local Suppliers’ or both ‘Class II local Suppliers’ and 'Nonlocal Suppliers’ may also participate in the tender process along with 'Class I Local Suppliers’.

If ‘Class I Local Suppliers’ qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers’ do not qualify for the award of contract for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the ‘Class I local Supplier' over ‘Class II Local Suppliers’/ 'Non-local Suppliers’ provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the ‘Class I Local Suppliers’ taken in totality are considered for award of contract for at least 50% of the tendered quantity.

First purchase preference has to be given to the lowest among such eligible ‘Class-I local Suppliers’, subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers’ does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such ‘Class-I local Supplier’, and so on.

To avoid any ambiguity during bid evaluation process, the procuring entity 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.

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