

**GOVERNMENT OF INDIA
MINISTRY OF TEXTILES
OFFICE OF THE DEVELOPMENT COMMISSIONER FOR HANDLOOMS
WEAVERS' SERVICE CENTRE (WSC)
C-1-B Rajaji Bhavan, Besant Nagar, Chennai
Tel:044-24917964,24918655,E-mail:wscchennai@yahoo.co.in**

NOTICE INVITING E-TENDER

Tender Notice No.:MWSC/ CHENNAI/Supplier Empanelment/HLA/2/2025

Inviting Expression of Interests (EoIs) for Empanelment of Suppliers for supply of units of Solar Home Lighting System to the weavers under Hathkargha Samvardhan Sahayata in the districts of Chennai, Cuddalore, Villupuram, Thanjayur, Thiruvarur, Mayiladuthurai, Dindigul, Madurai, Theni, Virudhunagar, Tenkasi, Tirunelveli, Thiruvallur, Chengalpattu, Thoothukudi, Ramanathapuram, Sivagangai, Pudukottai, Ariyalur, Kanyakumari and Nagapattinam in the State of Tamilnadu, under National Handloom Development Programme (NHDP) through the CPP Portal www.eprocure.gov.in/eprocure/app

**For any technical related queries please contact CPP Portal
web**

site: www.eprocure.gov.in

CPP Portal Help Desk No.: 0120-6277787, 0120-4001002,0120-4001005

NOTICE INVITING E –TENDER

Tender Notice No.: MWSC/CHENNAI/Supplier/Empanelment/HLA/2/2025

Sub: Inviting Expression of Interests (EoIs) for Empanelment of Suppliers for supply of units of Solar Home Lighting System to the weavers under Hathkargha Samvardhan Sahayata, component of Block Level Clusters & Outside Block Level Clusters in the districts of under Chennai, Cuddalore, Villupuram, Thanjayur, Thiruvarur, Mayiladuthurai, Dindigul, Madurai, Theni, Virudhunagar, Tenkasi, Tirunelveli, Thiruvallur, Chengalpattu, Thoothukudi, Ramanathapuram, Sivagangai, Pudukottai, Ariyalur, Kanyakumari and Nagapattinam under National Handloom Development Programme(NHDP).

1. Weavers Service Centre (WSC), O/o Development Commissioner for Handlooms, Ministry of Textiles, Government of India, Salem invites online bids from the interested entities through two bid system (Technical and Financial) for supply of **units of Solar Home Lighting System** to the weavers in the districts of **Chennai, Cuddalore, Villupuram, Thanjayur, Thiruvarur, Mayiladuthurai, Dindigul, Madurai, Theni, Virudhunagar, Tenkasi, Tirunelveli, Thiruvallur, Chengalpattu, Thoothukudi, Ramanathapuram, Sivagangai, Pudukottai, Ariyalur, Kanyakumari and Nagapattinam** under National Handloom Development Programme(NHDP), where the 90% of the cost will be borne by the Ministry of Textiles, GoI (O/o The Development Commissioner for Handlooms, New Delhi) and 10% will be borne by the respective weaver beneficiary. The main object of empanelment of the entities as approved suppliers is to have a broad based panel of technically capable, financially sound and reliable suppliers.

2. The tender document may be downloaded from the CPP portal www.eprocure.gov.in/eprocure/app. But online bids must be submitted through CPP Portal www.eprocure.gov.in/eprocure/app.Offline/ Manual bids will not be accepted. Bidders are advised to follow the instructions provided in the enclosed RFP.

THE CRITICAL DATE SHEET is as under.

CRITICAL DATES

Publishing Date	16.09.2025
Document Download Start Date and Time	16.09.2025
Bid Submission Start Date and Time	18.09.2025
Bid Submission End Date and Time	08.10.2025
Fee & Technical Bid Opening Date and Time	09.10.2025
Financial Bid Opening Date and Time	Will be intimated after evaluation of Technical Bid.

3. Bid documents may be scanned with 150 dpi with Black and white option which helps in reducing size of the scanned document. **All the technical bid documents may be scanned followed by page by page in to a single PDF file.**

4. Bidders shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and bidder will be Suspended for a period of 3 years from doing any business with WSC, Chennai.

5. Bidders are advised to visit the websites of www.handlooms.nic.in and CPP portal (www.eprocure.gov.in/eprocure/app) regularly till closing date of submission of tender for any corrigendum/addendum/amendment.

6. Public Procurement(Preference to Make in India):

a. The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide order No.P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 50%. The bidder shall have to specify whether he is a local supplier in terms of the Public Procurement (Preference to Make in India) Order 2017 or otherwise in the bid and they have also to sign the **Annexure VIII (page no. 30 to 32) to be provided on a non-judicial stamp paper of Rs.100/-.**

b. References: Preference to Make in India including counter offering will be as per the Public Procurement(Preference to Make in India), Order 2017 available in the following links and subsequent modifications/Amendments, if any:

https://dipp.gov.in/publicprocurementshttp://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdfhttps://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

file:///D:/E-Tender%20and%20E-procurement/Latest%20Orders%20-%20PPP/1722400815PPP-MII_Revision_Order_19July2024.pdf

c. It may be noted that as this is an empanelment and all the bidders who matches with L1 will be empanelled, but as per the conditions laid down in the Para 3(a)/3 (b)/ 3(c) (whichever is applicable) of the Public Procurement (Preference to Make in India) Order 2017, purchase preference of 50% shall be given among local suppliers who are empanelled they matched with L1.

d. Micro & Small Enterprises (MSEs) & Start-up Companies: - As per the Government Policy Circular No.1(2) (I)/2016-MA, dated 10.03.2016 issued by o/o Development Commissioner (MSME), Ministry of Micro, Small & Medium Enterprises, Government of India, Micro and Small Enterprises (MSES) and As per the Office Memorandum No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 there may be circumstances where procuring entities may prefer the vendors to have prior experience rather than giving orders to new entities. For such procurements, the procuring entities may not relax the criteria of prior experience / turnover for the Startups and MSEs.

7. Bidders from countries which shares land border with India:

According to the Department of Expenditure Order (Public Procurement No. I) dated 23.07.2020 mandating that bidders having beneficial ownership in countries which share land border with India will be eligible to bid in public procurement, only if they are registered with the Competent Authority. Accordingly, the bidders of this category may register as required and should submit security clearance etc. in **Annexure IX (Ref. Pages from 33 to 67)** in addition to other documents in previous pages along with the bids, as detailed in the RFP. Bidders from Countries which share land border with India should have to submit documents referred which are exclusively belongs to them.

8. BID Security (EMD): Details are given in the RFP enclosed.

9. List of Items Required: The list of items at Annexure-I. The specification and quality are given in the **Annexure-I-A, Annexure-I-B (page no. 20 to 22)** RFP enclosed.

10. List of documents to be attached with bids: Details are given in the RFP enclosed.

11. Submission of bids: Details are given in the RFP enclosed.

12. Opening and Evaluation of bids: Details are given in the RFP enclosed.

13. Terms & Conditions: As detailed in the RFP enclosed.

REQUEST FOR PROPOSAL(RFP)

Ref:TenderNoticeNo.:MWSC/ CHENNAI/Supplier Empanelment/ HLA/2/2025

Request for Proposal for Empanelment of Suppliers for Supply of units of Solar Home Lighting System under Hathkargha Samvardhan Sahayata under National Handloom Development Programme (NHDP)

1. Background

The handloom sector is the second largest employer in India. This sector is unorganized and dispersed. For improving the quality of the fabric and enhancing the productivity, Ministry of Textiles is providing financial assistance to handloom weavers for units of Solar Home Lighting System under Hathkargha Samvardhan Sahayata component. The Office of DC (Handlooms) is taking up-gradation of handlooms under National Handloom Development Programme (NHDP).

Government of India will provide financial assistance to the extent of 90% of the cost of Solar Home Lighting Units and remaining 10% will be borne by the weavers. [Accordingly, it has been decided to invite technical and financial bids on the basis of scope of work and eligibility criteria.]

New guidelines of Hathkargha Samvardhan Sahayata (HSS) issued by office of DC (Handlooms) are available on the website www.handlooms.nic.in

2. Empanelment of Suppliers

For supply of identified items Annexures-I and with specification and quality are in **Annexure-I(A) & 1(B) (Pages 20 to 22)** Expression of Interests (EoIs) are invited from interested entities manufacturing Solar Home Lighting Units.

3. Scope of Work

To supply specified quality item with suitable & good quality accessories to the applicants (weavers) as per the specifications mentioned in the RFP and supply order within Two months of receipt of their 10% financial contribution. Supplier shall ensure delivery & installation of Lighting Units with the prior information to weavers / beneficiaries through SMS etc.,

4. Solar Home Lighting System Units Specifications

- The items supplied should be new, of good quality and comply with the parts specifications and quality norms as attached in **Annexures- I, I(A) and I(B) (page Nos. 20 - 22)**
- The bidder should bring the sample(s) as per specification and quality and to demonstrate the working of item on the day of the Technical Evaluation. The date of Technical Evaluation will be intimated to the bidder and the names of Technically eligible bidders will be published in CPP portal.

- Supplier needs to stamp/emboss/engrave all items supplied by him with a unique code for identification. Quality of item will be checked by weaver beneficiary at the time of taking delivery and has to fulfill the weavers' satisfaction.
- **Any deviations found from approved specification and quality of the items will result in cancellation of the order and supplier should take back his material at his/their own cost.**
- All items should carry an integrated warranty of two years apart from the Manufacturer's warranty from the date of supply of items. Solar Panel should carry an integrated warranty of five years apart from the manufacturer's warranty from the date of supply. The supplier shall be liable to replace the items supplied or repair any defects within the warranty period free of cost within a reasonable time.

5. Eligibility Criteria for submission of EoI

- a) The Supplying entity should be a registered entity
- b) The entity must have GST registration.
- c) The Supplying entity should have minimum two years experience in manufacturing between the year **2022-23 to 2024-2025** of Solar Home Lighting Units for which bids are submitted.

6. Public Procurement (Preference to Make in India):

- a. The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide order No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 50%. The bidder shall have to specify whether he is a local supplier in terms of the Public Procurement (Preference to Make in India) Order 2017 or otherwise in the bid and they have also to sign the **Annexure VIII (at Page No. 30 to 32) to be provided on a non-judicial stamp paper of Rs.100/-**.

b. References: Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links and subsequent modifications/Amendments, if any:

<https://dipp.gov.in/publicprocurements>

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

https://www.meity.gov.in/writereaddata/files/PPP_MII_Order_dated_16_09_2020.pdf

file:///D:/E-Tender%20and%20E-procurement/Latest%20Orders%20-%20PPP/1722400815PPP-MII_Revision_Order_19July2024.pdf

c. It may be noted that as this is an empanelment and all the bidders who matches with L1 will be empaneled, but as per the conditions laid down in the Para 3(a)/3 (b)/ 3(c) (whichever is applicable) of the of the Public Procurement (Preference to Make in India) Order 2017, purchase preference of 50% shall be given among local suppliers who are empaneled as they matched with L1.

d. Micro & Small Enterprises (MSEs) & Start-up Companies: - As per the Government Policy Circular No.1(2) (I)/2016-MA, dated 10.03.2016 issued by o/o Development Commissioner (MSME), Ministry of Micro, Small & Medium Enterprises, Government of India, Micro and Small Enterprises (MSES) and As per the Office Memorandum No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 there may be circumstances where procuring entities may prefer the vendors to have prior experience rather than giving orders to new entities. For such procurements, the procuring entities may not relax the criteria of prior experience / turnover for the Startups and MSEs.

7. Bidders from the countries which shares land border with India:

According to the Department of Expenditure Order (Public Procurement No. 1) dated 23.07.2020 mandating that bidders having beneficial ownership in countries which share land border with India will be eligible to bid in public procurement, only if they are registered with the competent authority. Accordingly, the bidders, who have beneficial ownership in countries which share land border with India and intend to participate in public procurement in India, may submit application for “Registration” in the format enclosed as Appendix “A”. Bidders are also required to submit application for “Security Clearance” in the format enclosed as Appendix “B”. Complete application containing both “Registration” and “Security Clearance” formats, duly filled in, may be submitted in the Office of Joint Secretary (MKN), DPIIT, Room No. 236A, Udyog Bhawan, New Delhi.

8. Bid Security (EMD):

EMD (Earnest Money Deposit): Earnest money deposit (EMD) in the form of BG (Bank Guaranty) valid for a minimum period of 120 days from the last day of submission of the bids, from the commercial bank in favour of “The Director, Weavers’ Service Centre, Chennai payable at Chennai for **Rs. 30,000/- (Rupees Thirty Thousand Only)**. The soft copy of the Bank Guarantee must be uploaded and Original Hard copy of the Bank Guarantee should be submitted to The Director, Weavers’ Service Centre, C-1-B, Rajaji Bhavan, Besant Nagar, Chennai – 600090 on or before the closing date and time of submission of bids.

Micro & Small Enterprises registered for stores specified in the tender are exempted from payment of earnest money only on the submission of MSME registration certificate as applicable. This exemption is valid only if the Bidder submits a proof of UAM no. allotted to them.

The Start-up companies who wish to claim EMD exemption need to submit the copy of Start-up India Registration Certificate issued by Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India.

9. Information to the Bidders on E-tendering

Online bids must be submitted through CPP Portal www.eprocure.gov.in/eprocure/app. Offline/Manual bids will not be accepted. Except EMD, Samples, Catalogues, Photographs of items.

a) Detailed Process to Registration Search/Preparation/Submission of the tender through the following process

The bidders are required to submit soft copies of their bids electronically on the CPP portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal. More information useful for submitting online bids on the CPP portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

Registration:

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrollment on the CPP Portal is free of charge.

- ii. As part of the Enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon Enrollment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any certifying Authority recognized by CCA India (e.g. Sify /TCS/n Code/e Mudra etc.,) with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/ e-Token.

10. Searching of Tender Documents:

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPPPortal.
- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS/email in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

11. Preparation of Bids

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/ XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 150 dpi with black and white option which helps in reducing size of the scanned document.

iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, audited balance sheet, GST registration, etc.) has been provided to the bidders. Bidders can use “My Space” or “Other important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

12. Submission of Bids

i. Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time. i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document (except BOQ) it is suggested to upload all documents as a sample file in PDF format.

iii. Micro and Small Enterprises registered for stores specified in the tender are exempted from payment of earnest money on the submission of MSME registration certificate, (if applicable). This exemption is valid only if the Bidder submits a proof of UAM/Udyam Registration number allotted them.

iv. The Start-up companies who wish to claim EMD exemption need to submit the copy of Start-up India Registration Certificate issued by Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India.

v. A standard Bill of Quantity (BoQ) format for financial bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BoQ format provided and no other format is acceptable. Bidders are requested to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (Such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

vi. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured socket layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.

viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

ix. Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

x. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass by the bidder or his authorized signatory or his authorized representative (the authorized representative must carry the authorization letter signed by the bidder or his authorized signatory) for any bid opening meetings.

The on-line bids both Technical Bid and Financial bid duly furnished in COVER-I & COVER-II respectively should be uploaded by the due date and time as per the schedule given in Critical Date Sheet. **Tenders should not be submitted offline. The bidders should bring the Sample of items as per specification and quality and to demonstrate the working of items on the day of Technical Evaluation for inspection by the Technical Evaluation Committee.**

13. Documents to be Attached to Cover I (Technical Bid)

The scanned copies of the following documents in a single file in PDF format must be uploaded in the Technical Bid:

i. EMD (Earnest Money Deposit): Earnest money deposit (EMD) in the form of BG (Bank Guaranty) valid for a minimum period of 120 days from the last day of submission, of bids from the commercial bank in favour of The Director, Weavers' Service Centre, Chennai payable at Chennai for Rs. 30,000/- (Rupees Thirty Thousand Only). The soft copy of the Bank Guarantee must be uploaded and Original Hard copy of the Bank Guarantee should be submitted to The Director, Weavers' Service Centre, C-1-B, Rajaji Bhavan, Besant Nagar, Chennai – 600090 on or before the closing date and time of submission of bids. Proforma of the Bank Guaranty is enclosed at **Annexure – III (Page No.25)**

i (a). Micro & Small Enterprises registered for stores specified in the tender for claiming Exemptions for EMD should submit the MSME registration certificate as applicable. And exemptions are allowed only if the Bidder submits a proof of UAM no. allotted to them.

i (b). The Start-up companies who wish to claim EMD exemption need to submit the copy of Start-up India Registration Certificate issued by Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India.

ii. Copies of the (a) MSME registration certificate, (if applicable) (b) proof that the bidder is registered with the Udyog Aadhaar Memorandum UAM No./UDYAM Registration No. (if applicable)

iii. Copies of the Certificate issued by Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India (if applicable).

iv. Copy of the Registration Certificate of the Entity.

v. Copy of the valid GST Registration certificate of the Entity

vi. Copy of the PAN card of the Entity.

vii. Copy of audited Balanced sheet and Profit and Loss account for last 3 years of the entity (2021-22, 2022-2023 and 2023-24) audited by the Chartered Accountant.

An entity which suffered financial losses during any/all of the 3 years (2021-22, 2022-2023 and 2023-24) will not considered and qualified for bidding.

viii. Copy of Income tax returns filed for the last 3 years of the entity (2021-22, 2022-2023 and 2023-24).

ix. Copy of supply orders, bill and proof of payment by the buyer to the supplier for the items for which bid is submitted (for proof of minimum 2 years' experience between the year 2022-23 to 2024-25).

x. Details of the Supplier of Solar Home Lighting Units suitable for weaver dwellings in **Annexure II (page No.23 & 24)** duly signed by the Authorized Signatory. The bidder should note that items (proposed to be supplied) must be selected only from the list of items mentioned in **Annexure I, I(A) & I(B) (Page No.20 to 22).**

xi. BID- Securing Declaration duly signed in **Annexure – IV (page No.26)**

xii. Acceptance Letter of RFP in **Annexure-V (page No.27)** duly signed as a token of acceptance.

xiii. Power of attorney for the authorized signatory duly signed by the proprietor of the entity in **Annexure VI (Page No.28)**

xiv. Undertaking for the non-blacklisting duly signed in **Annexure VII (Page No.29)**

xv. Affidavit of Self certificate in respect of Public procurement (Preference to Make in India) as per **Annexure VIII (Page No.30 to 32)**

xvi. In addition to the above Documents Bidders from The Country which share land border with India, should submit the document mentioned at pages 33 to 67 i.e. Registration Certificate, Security Clearance etc., as per Annexure IX

Note:

1. Bank Guarantee towards EMD shall be submitted as per the specifications to the WSC, Chennai on or before the closing date and time of submission of bids. Further, the bidders should bring the Sample of items as per specification and quality and to demonstrate the working of items on the day of Technical Evaluation for inspection by the Technical Evaluation Committee.

2. In case the bidder fails to submit any of the documents or to submit EMD & sample of items as stated above or fails to demonstrate the successful working of items on the day of Technical Evaluation for inspection by the Technical Evaluation Committee, the other part of their tender i.e. 'COVER-II' shall not be considered for further download and shall be rejected straightway without any further reference. The Technical Bids and other documents i.e. 'COVER-I' will be downloaded and evaluated at the first stage to select the technically capable and competent bidders. At the second stage, Financial/Price Bid i.e. COVER-II of only the technically accepted offers will be downloaded and evaluated further. After opening of COVER-I, if all the Bids are found technically unacceptable, the Financial (Price Bid) i.e. COVER-II submitted by the bidders against this tender shall not be opened/downloaded for obvious reasons.

14. Documents to be submitted in Cover II (Financial Bid)

Schedule of Price Bid in the form of attached Bill of Quantity (BoQ). The Proforma provided in the CPP Portal must be downloaded and filled in and digitally signed and uploaded online by the bidder.

15. Assistance to Bidders

a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to The Director, Weavers' Service Centre, C-1-B Rajaji Bhavan Besant Nagar, Chennai-600 090, Tamilnadu.

b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-6277787, 0120-4001002, 0120-4001005 for Email support: support-eproc@nic.in**

16. Process of Empanelment of Suppliers

- i. Technical Bids will be opened and evaluated by the Evaluation Committee. The bidders should bring the Samples(s) as per specification and quality and to demonstrate the working of items on the day of the Technical Evaluation. The date of technical evaluation will be intimated to the bidders and the names of the technically eligible bidders will be published through the CPP Portal.
- ii. Date of opening Financial Bid will be informed to the bidders.
- iii. Only Financial bids pertaining to the technically eligible bidders will be considered for opening and evaluation by the committee.
- iv. The bidders who have quoted the lowest price for a specific item will be declared as L1 for that particular item. Thereby there may be different L1 for different items.
- v. The empanelment of suppliers will be done based on the price of L1 if it is found reasonable. If it is found not reasonable L1 party will be requested to supply at reasonable rate and the price of the item will be fixed accordingly. As the Quantities of the material are more and to be supplied at a short notice and to give wider choice to the different weavers of different clusters and outside clusters, the other eligible bidders may also be counter offered to supply at the above fixed price by the Tender Evaluation Committee. If some/all of the eligible bidders accept to supply at the above price, then those parties who have accepted for supply of the material may also be considered for empanelment along with the L1 party and the L1 party should not have any objection for the above condition as this is only for empanelment of Suppliers.
- vi. The prices quoted should be valid for minimum one year with a provision for extending the same for second year by the WSC, Chennai, subject to consent of the suppliers and satisfactory performance.
- vii. In financial bid, prices quoted need to be inclusive of all costs, including transportation, installation/fitting, taxes, duties etc.
- viii. The Evaluation Committee reserves the right to accept/reject any bid without assigning any reason
- ix. The decision of the Evaluation Committee shall be final and binding on all the bidders

17. Delivery, Installation of Items and Payment

- i. After the empanelment, the suppliers shall have to exhibit and demonstrate the items, on their own cost, in the camps to be conducted by the WSC, Chennai. The Selected Handloom Weavers, after inspection of the exhibited/demonstrated items from the empaneled suppliers, shall choose their preferred item and pay 10% of the cost.
- ii. WSC, Chennai shall consolidate the supply order and place order with the supplier. Supply order shall contain details of the weavers i.e. name, address, mobile number, name of the item(s) to be supplied with specification, cost and time limit for the delivery etc.
- iii. In accordance with the supply order and delivery schedule, supplier shall ensure delivery and installation of items, as per the specification and quality in the RFP, with prior intimation to the beneficiaries through SMS, within Two month of depositing their 10% contribution on being satisfied with the performance of the Solar Home Lighting Units, the weaver will inform the WSC, Chennai for inspection within 7 days.
- iv. Quality and physical verification of the items supplied shall be done jointly by the officials of the WSC, Chennai, and Department of Handlooms, Government of Tamilnadu.
- v. If it is noticed that the item(s) supplied do not conform to the specifications and quality as per RFP, the WSC, Chennai shall have the right to reject the item(s) in part or full. The supplier shall be liable to replace the rejected item(s) within the stipulated time. Till the replacement is done, the rejected materials shall be lying at the risk, cost and responsibility of the supplier.
- vi. Balance 90% will be transferred to the supplier's bank account by the WSC, after satisfactory verification report.

18. Warranty

All items should carry a integrated warranty of two years apart from the manufacturer's warranty from the date of the supply of items. Solar Panel should carry a integrated warranty of five years apart from the manufacturer's warranty from the date of supply. The supplier shall be liable to replace the items supplied or repair any defects within the warranty period free of cost within a reasonable item.

19. Performance Security

The Empaneled Supplier will be required to deposit Performance Security for an amount of **3%** of the value of the contract for all existing contracts the value of the order in the form of Bank Guarantee (in original) from Commercial Bank in favor of “Head of Office, Weavers’ Service Centre, Chennai” after receiving the supply order and before supplying the items. The same will be returned to the supplier 60 days after completion of all contractual obligations of the supplier including Warranty and Service obligations. Format of the Bank Guarantee for Performance Security will be supplied along with the Purchase Order.

20. Other Terms and Conditions

- i. In financial bid, prices quoted need to be inclusive of all costs, including transportation, installation, taxes, duties etc.
- ii. Periodical updates to the Weavers’ Service Centre, Chennai regarding the progress of the supplies. Confidentiality of the data provided by the Weavers’ Service Centre, Chennai should be maintained.

21. Rights of Weavers’ Service Centre (WSC)

- i. WSC, Chennai reserves the right to accept / reject any or all bids received without assigning any reason whatsoever or may call for any additional information / clarification, if so required.
- ii. WSC, Chennai reserves the right to amend or add the terms and conditions of the tender through corrigendum/addendum till the closing date and time of submission of bids on its own or in response to the clarification of the prospective bidders and these will be binding on all the bidders.

22. Agreement Cancellation

- i. In the event of supplier willfully not supplying the items within 30 days after placing the supply order, Weavers’ Service Centre, Chennai at its sole discretion shall cancel this agreement in writing along with suitable penalty.
- ii. In the event of supplier not supplying the items within 30 days after placing the supply order WSC, Chennai at its sole discretion may cancel the supply order and this agreement in writing along with suitable penalty.
- iii. If any information furnished by the supplier is found to be incorrect/untrue or terms and conditions are violated, then the WSC, Chennai shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy along with suitable penalty.

23. Court Jurisdiction

This shall be subject to the exclusive jurisdiction of courts at Chennai, Tamilnadu State.

24. Force Majeure

Should any Force Majeure circumstance arise, each of the contracting party shall be excused for the non-fulfilling or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its concurrence inform the other party in writing.

Force majeure shall mean fire, flood, natural calamities or any other acts as war, turmoil strikes (as not limited to the establishment of the seller), sabotage, and explosion and quarantine restrictions beyond the control of either party.

25. Miscellaneous

In case of any further clarification or information, following may be contacted:

The Director, Weavers' Service Centre, C-1-B Rajaji Bhavan, Besant Nagar, Chennai, Tamilnadu – 600 090. Tel.No.044-24917964, 24918655, Email: wscchennai@yahoo.co.in

26. Arbitration & Reconciliation Act

In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Development Commissioner (Handlooms), Ministry of Textiles, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 (no.26 of 1996) shall be applicable to the arbitration under this clause. The venue of such arbitration shall be at Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be final and binding on the parties. The expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this agreement without prejudice to final adjustment in accordance with such award.

27. Disclaimer

- i. Though adequate care has been taken in preparation of this Request for Proposal (RFP) document, the entity submitting bids in response to this TENDER should satisfy itself that the information provided in the RFP document is complete in all respects.
- ii. The Director, Weavers' Service Centre, Chennai (Ministry of Textiles, Government of India) does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Request for Proposal document.
- iii. Neither The Director, Weavers' Service Centre, Chennai nor its employees will have any liability to any prospective Entity/supplier or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Request for Proposal document, any matter deemed to form part of this Request for Proposal document, the award of the Assignment, information or any other information supplied by or on behalf of DC Handlooms or their employees, to any consultant or otherwise arising in any way from the selection process for the Assignment.
- iv. The Director, Weavers' Service Centre, Chennai reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Request for Proposal Application.
- v. The Director, Weavers' Service Centre, Chennai, reserves the right, without any obligation or liability, to accept or reject any or all the bids at any stage of the process, to cancel or modify the process or change/modify/amend any or all provisions of this Request for Proposal Document, at any time, without assigning any reason whatsoever.

Annexure – I**List of Items Required**

Item Code	Item	Specification with Material Details	Quality in Nos.
Item No. 1	Solar Home Lighting System Unit	Specification in Annexure –I A	As per requirement
tem No. 2	Hybrid Model Solar Home Lighting System Unit	Specification in Annexure –I B	As per requirement

Annexure – I A

Solar Home Lighting System Unit specifications are given below:

Item No	Details of the Components	Specifications and Quality	Quantity
<u>Solar Home Lighting System Unit</u>			
	i) Body	Powder Coated Metal Body/P with Provision for Wall mounting	As per requirement
	ii) Battery	Lead Acid solar/Tubular Flooded -12V-40AH SMF or C-10 with 3 yrs warranty (make amron / Exide or equivalent) OR 24AH Lipo4 – 12.8V or 310whr Lithium Ferro phosphate, BMS 6 Amp with temperature sensor, with passive thermal management solution which limits the battery temperature to 42 degree, With 3 yrs warranty. Product should be ISO certified, BIS certified.	
	iii) Solar Panel	60 W (should be indigenous item) with ISI marking / should be a product of ISO Certified Company (with valid ISO 9001, IEC and BIS certified) with mounting structure, wire plug and play and Panel holding stand. Make Innovative, Zonje or Equivalent	
	iv) Charge Controller	Charge Controller/Power Control Unit with inbuilt mobile charging and provision for charging the battery through grid (230V AC) and through PV Module with inbuilt mobile charging option. Should be compatible to the above battery and Solar Panel. With ISI making / should be a product of ISO Certified Company (with valid ISO 9001 certification), Make Tekrafti or equivalent.	
	v) LED Bulbs	DC Bulbs -2 Nos. – 15W each & 1 DC Fan of 12W should be of good quality and a mobile charging port.	
	vi) Plug Points	4 Nos.	
	vii) Other Items	a) DC cable (good Quality)for bulbs & DC Fan – 5mtr, 6mtr, 7mtr with holder and switch plug and play. b) LED Lamp Holders (with ISI Marking)- 2 Nos. c) Fuse Carrier with 6 fuse units – 1No. e) 3 LED indicators i) Charging On ii) Battery Full iii) Battery Low	
	viii) Back up	8 Hours	
	ix) Installation	Erection, Commissioning and Installation	
	x) Warranty	All items should carry a integrated warranty of two years apart from the manufacturer's warranty from the date of supply of items. Solar panel should carry a integrated warranty of five years apart from the manufacturer's warranty from the date of supply. The supplier shall be liable to replace the items supplied or repair any defects within the warranty period free of cost within a reasonable time.	

***Note: Price quoted should be including of all taxes, transportation and commissioning**

Annexure – I B

Hybrid Model Solar Home Lighting System Unit specifications are given below:

Item No	Details of the Components	Specifications and Quality	Quantity
	<u>Hybrid Model (Solar Home Lighting System Unit)</u>		As per Requirement
	i) Body	Powder Coated Metal Body/P with Provision for Wall mounting.	
	ii) Battery	42AH/12V Exide Battery, Hybrid Model Product should be ISO certified, BIS certified.	
	iii) Solar Panel	60 W Polycrystalline (should be indigenous item) with ISI marking / should be a product of ISO Certified Company (with valid ISO 9001, IEC and BIS certified) with mounting structure, panel holding stand and 12.5 Mtr wire 4sqm MM plug and play. For tubes 7Mtr. Each 2 sqm. MM. Make Innovative, Zonje or Equivalent	
	iv) Charge Controller	300VA/12V Hybrid Sine Wave inverter with charger controller	
	v) LED Bulbs	20 W 4Ft tube light AC - 2 nos. with fittings	
	vi) Other Items	a) AC cable for tube light (with ISI mark) – 5mtr, 6mtr, 7mtr with holder and switch plug and play. b) Fuse Carrier with 6 fuse units – 1No. c) 3 LED indicators i) Charging On ii) Battery Full iii) Battery Low	
	vii) Back up	8 Hours	
	viii) Installation	Erection, Commissioning and Installation	
	ix) Warranty	All items should carry a integrated warranty of two years apart from the manufacturer's warranty from the date of supply of items. Solar panel should carry a integrated warranty of five years apart from the manufacturer's warranty from the date of supply. The supplier shall be liable to replace the items supplied or repair any defects within the warranty period free of cost within a reasonable time.	

***Note: Price quoted should be including of all taxes, transportation, commissioning**

DETAILS OF THE SUPPLIER OF SOLAR HOME LIGHTING UNITS

(To be submitted in Entity's own letter head)

Ref: TENDER No. MWSC/CHENNAI/Supplier Empanelment/HLA/2/2025

1.	Name of Entity/Organization (Supplier)		
2.	Address		
3.	Name of Proprietor		
4.	Tele. No.	Office:	
		Residence:	
		Mobile:	
		Fax No.:	
		E-mail :	
5.	Year of Establishment of Entity/Organization		
6.	No. of years of experience in manufacturing Solar Home Lighting Units		
7.	GST Registration No. and Date of Registration.		
8.	PAN Card No. and Date of Issue		

9. Maximum capacity for supplying Solar Home Lighting Units in a month

Name of the Solar Home Lighting Units (As per Annexure -I)	Monthly Capacity (in number)

10. Number of personnel employed	Technical	
	Non-technical	
11. Annual Sales Turnover of last three years supported by audited Balance Sheet (Rs. in lakh)	Year	Sales Turnover (Rs in Lakh)
	2021 - 22	
	2022 - 23	
	2023 - 24	
12. Profit of last three years supported by Audited Profit and Loss Account (Rs. in lakh)	Year	Profit (Rs. In lakh)
	2021 - 22	
	2022 - 23	
	2023 - 24	

13. Complete address of manufacturing facility/facilities	
14. Complete address of the retail shop, if any	
15. Any other specific information you would like to furnish	

This is to certify that I/we before signing this bid have carefully read the contents of the Bid Document and fully understood all the terms and conditions contained therein and undertake myself/ourselves to abide by the same.

I / We hereby declare that the information /facts provided is true, correct and to best of my/our knowledge and belief.

Note: Please strike out Not Applicable (N/A) against the columns, which does not relate, while filling up the above formats.

Date:

Place:

Signature of Bidder

Name of Bidder

Name of the firm/entity

Seal of Bidder

**TO BE ISSUED ON 100 RUPEE STAMP PAPER
Annexure A3-Performance Bank Guarantee
(BANK GUARANTEE FORMAT)**

Dated _____

Beneficiary: The Director,
Weavers' Service Center,
C-1-B, Rajaji Bhawan,
Besant Nagar, Chennai – 600090.

EMD Bank Guarantee No: _____

Whereas------(herein after called “the Bidder”)
has submitted their offer dated. “-----” for the
supply ----- (here in after called the “Bid”) against the Buyer’s Request
Tender Notice No.: MWSC/CHENNAI/Supplier Empanelment/HLA/2/2025

KNOW ALL MEN by these presents that WE-----of -----
-----having our registered office at-----
-----are bound unto.....(hereinafter called “Buyer”) in
the sum of **Rs. 30,000/- (Rupees Thirty Thousand Only)** for which payment will
and truly to be made to the said Buyer, the bank bids itself its successors and
assigns by these presents. Sealed with the Common Seal of the said bank this
.....day of2025

The Conditions of obligations are:

- (1) If the bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
 - (2) If the Bidder having been notified of the acceptance of his tender by the buyer during the period of its validity.
- a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuse to accept/execute the contract.

We undertake to pay the Buyer up to the above amount upon receipt of its first written demand. Without the Buyer having substantiate its demand, provide that in its demand the buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both or more conditions, specifying the occurred conditions or conditions.

This guarantee will remain in force up to and including 60 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Authorized representatives of the Bank)

BID – SECURING DECLARATION

To be provided on a non-judicial stamp paper of Rs. 100/-.

(As per O.M.No.F.9/4/2020-PPD, dt.12-11-2020 of DOE, MOF, GOI)

Ref: TENDER No. MWSC/CHENNAI/Supplier Empanelment/HLA/2/2025

To

**The Director,
Weavers' Service Centre,
C-1-B Rajaji Bhavan
Besant Nagar, Chennai**

I / We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I/We accept that we will automatically be suspended from being eligible for bidding in any contract with the Weavers Service Centre, Chennai for the period of time of 3 years starting on Bid opening date of Tender Notice No. **MWSC/CHENNAI/Supplier Empanelment/HLA/2/2025**, if we are in breach of our obligation(s) under the bid conditions, because I / We:

1. Have withdrawn our Bid during the period of bid validity specified in the Letter of Bid: Or
2. Having been notified of the acceptance of our Bid by the Weavers Service Centre, Chennai during the period of bid validity,
 - (a) Fail or refuse to execute the Contract, if required, Or
 - (b) Fail or refuse to furnish the Performance Security, in accordance with Purchase/Supply Order.
3. I/We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon
 - (i) our receipt of your notification to us of the name of the successful Bidder: Or
 - (ii) Twenty-eight days after the expiration of our Bid or any extension to it.
Dated this _____ day of _____ Entity seal (where appropriate)

Authorized Signature

For and on behalf of M/s. _____ Address: _____ Seal

Name

In the capacity of

[Note: In case of a Joint Venture, the Bid- Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

RFP ACCEPTANCE LETTER

(To be submitted in Entity's own letter head)

To
The Director, Weavers' Service Centre,
C-1-B Rajaji Bhavan, Besant Nagar,
Chennai – 600 090.

Sub: Acceptance of Terms & Conditions of RFP for empanelment of Suppliers.

Ref: TENDER No. MWSC/CHENNAI/Supplier Empanelment/HLA/2/2025

Name of RFP/Work: - Empanelment of Suppliers for supply of Solar Home Lighting Units to the weavers under Hathkargha Samvardhan Sahayata, under National Handloom Development Programme (NHDP)

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the Above mentioned RFP/Work from the web site(s) namely www.eprocure.gov.in/eprocure/app as per your tender notice, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from **Page No. 1 to 67 (including all documents like annexure(s) etc.,)** which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm/Entity/ has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm/Entity is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

(To be submitted in Entity's own letter head)

Ref: TENDER No. MWSC/CHENNAI/Supplier Empanelment/HLA/2/2025

To,
The Director,
Weavers Service Centre,
Ministry of Textiles, Government of India,
C-1-B Rajaji Bhavan, Besant Nagar
Chennai – 600 090.

Dear Sir,

With reference to Tender No. **MWSC/CHENNAI/Supplier Empanelment/HLA/2/2025** we hereby authorize the following person as authorized signatory to carry out necessary bid formalities with the Weavers' Service Centre with reference to this RFP and authorize to sign the bid documents and contract/ agreement with the Weavers' Service Centre, Chennai.

Name of the Authorized Signatory:

Designation

Aadhaar No./Voter ID No./PAN No./Driving License No.

Specimen Signatures

1. _____

2. _____

Thanking you,

Yours faithfully,

Place:

Date:

(Signature of the Proprietor)

Name:

Designation:

Seal of the Entity

UNDERTAKING ON BLACKLISTING

(To be submitted in Entity's own letter head)

Ref: TENDER No. MWSC/CHENNAI/Supplier Empanelment/HLA/2/2025

It is certified that my firm/company/entity has never been black listed by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertaking of the Government of India or State Government and no criminal case is pending against the said firm/entity as on date.

Signature of the Bidder:

Place:

Name of the Authorized Signatory:

Date:

Name of the Firm/Entity:

Seal of the Firm/Entity:

ANNEXURE-VIII

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII Order, 2017 if applicable, to be provided on an on-judicial stamp paper of Rs.100/-.

Date: / /2025

Ref: TENDER No. MWSC/CHENNAI/Supplier Empanelment/HLA/2/2025

I _____ S/o/D/o/W/o, _____

Resident of _____

Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (here in after PPP-MII order) of Government of India issued vide Order No: P-45021/2/2017 -BE-II dated 15/06/2017, its revisions provided in the following links and subsequent modifications / Amendments, if any:

<https://dipp.gov.in/publicprocurements>
http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf
<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>
https://www.meity.gov.in/writereaddata/files/PPP_MII_Order_dated_16_09_2020.pdf
file:///D:/E-Tender%20and%20E-procurement/Latest%20Orders%20-%20PPP/1722400815PPP-MII_Revision_Order_19July2024.pdf

That the information furnished here in after is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity / WSC, Chennai or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for (Enter the name of the Equipment/Item).

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

That the goods/services/works supplied by me for

(Enter the name of The Equipment/Item for Project) meets the Minimum Local Content as defined in the PPPMII order. That the value addition for the purpose of meeting the Minimum Local Content has been made by me.....

(Enter the details of the location(s) at which value addition is made).

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring entity WSC, Chennai/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact / Bidding Documents and

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

- i. Name and details of the Local Supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
Procuring entity to whom the certificate is furnished
- iv. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed:
- v. Name and contact details of the unit of the Local Supplier(s)
- vi. Sale Price of the product
- vii. Ex-Factory Price of the product
- viii. Freight, insurance and handling
- ix. Total Bill of Material
- x. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xi. List and total cost of input which are domestically sourced.
Value addition certificates from suppliers, if the input is not in-house to be attached
- xii. List and cost of inputs which are imported, directly or indirectly for and on behalf of (Name of firm/entity)

That I undertake that I have fully understood the following conditions of the PPP-MII order Para 9(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.

Para 9 (f) False declaration 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.

Para 9 (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 the other procuring entities

Signature of the Bidder:

Place:

Name of the Authorized Signatory:

Date:

Name of the Firm/entity:

Seal of the firm/entity:

Note: Bidder (if applicable) should submit this format for the items for which is submitting the bid again as a tender No. MWSC/CHENNAI/Supplier Empanelment/HLA/2/2025.

ANNEXURE IX

No.F.7/10/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

264-C, North Block, New Delhi.
23.02.2023

Office Memorandum

Subject: Amendment to Rule 144 (xi) of the General Financial Rule (GFRs), 2017.

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying' has been amended by inserting sub-rule (xi) vide Department of Expenditure (doE) OM No.F.6/18/2019-PPD dated 23.07.2020. It has now been decided to amend the Rule 144 (xi) as under:-

Not with standing anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from, or bidders having commercial arrangements with an entity from, a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

ky
23/02/2023

(Kanwalpreet)
Director (PPD)

Tel.No.2309 3811;email:kanwal.irss@gov.in

To,
(1) Secretaries of All Ministries/Departments of Government of India
(2) Chief Secretaries/Administrators of Union Territories/National Capital Territory of Delhi

No.F.7/10/2021-PPD (1)
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division
264-C, North Block, New Delhi.
23.02.2023.

Order (Public Procurement No. 4)

Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

Requirement of registration:

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.
5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable

- a) to all Autonomous Bodies;
- b) to all public sector banks and public sector financial institutions;
- c) to all Central Public Sector Enterprises;
- d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and
- e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

Definitions:

- 8. "*Bidder*" for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 9. "*Tender*" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.
- 10. "*Transfer of Technology*" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
- 11. "*Specified Transfer of Technology*" means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.
- 12. "*Bidder (or entity) from a country which shares a land border with India*" for the purpose of the Order means
 - (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or

- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

13. *Beneficial owner* for the purposes of Para 12 (d) will be as under:

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

Explanation:-

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

14. "*Agent*" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

- i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

Sub-contracting in works contracts

17. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

Certificate regarding compliance

18. An undertaking shall be taken from bidders in the tender documents (**Annexure III**) that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

Validity of registration

19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government e-Marketplace (GeM)

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.


23/02/2023
(Kanwalpreet)
Director(PPD)

Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.

Schedule I**List of Category-I Sensitive sectors:**

Sr.No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

Schedule II**List of Category-II Sensitive sectors:**

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

Schedule-III**List of Sensitive Technologies:**

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

ANNEXURE I

Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
 - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[*Note:

(i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

(ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

ANNEXURE II

Special Cases

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
- C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
- D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

ANNEXURE III

Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

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

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any

work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model additional certificate by Bidders in the cases of specified ToT:

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Annexure to PPD V

No.P-45021/112/2020-PP (BE-II) (E-43780)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated April 28, 2023

OFFICE MEMORANDUM

Subject: Revised format for registration of bidders from countries sharing land border with India-regarding.

The undersigned is directed to inform that in pursuant of Department of Expenditure's Order No. F. No. 7/10/2021-PPD dated 23.02.2023 the format of application for seeking registration for bidders having beneficial ownership in countries which share land border with India has been revised. A copy of the revised format is enclosed herewith. Accordingly, applicants are informed that henceforth one hard copy in prescribed format is required to be submitted in the Office of Joint Secretary (Public Procurement Division), DPIIT, Room No. 237, Vanijya Bhawan, 16 Akbar Road, New Delhi. The pdf copy of the same may also be emailed to dpiit.144@gov.in. **Please note that there should be no difference between hard copy and the Pdf copy of the application and both should be identical.**

2. The applications already received in this Department, as per earlier prescribed format, are under process and are not required to be submitted again.
3. This issues with the approval of competent authority.

Encl: As above


(Surendra Singh)

Under Secretary to the Government of India
Email: ssingh.dopt@nic.in

To

1. DPIIT Website
2. DG, NIC- It is requested to kindly get it uploaded on CPP Portal
3. CEO, GeM-It is requested to kindly get it uploaded on GeM Portal

Covering Letter Format

To

The Office of JS (Public Procurement Division)
Chairman Registration Committee
Room No. 237, Vanijya Bhawan, 16 Akbar Road, New Delhi

Subject: Application for registration of bidders having beneficial ownership in countries which share land border with India in accordance with Department of Expenditure's Order No. F. No. 7/10/2021-PPD dated 23.02.2023 - regarding.

We, M/s _____ (Name of the Bidder), hereby submit an application for registration of our Company in accordance with Department of Expenditure's Order No. F. No. 7/10/2021-PPD dated 23.02.2023 through its authorized signatory consisting of following documents:

- i. The Covering letter
- ii. Letter of authority in favor of signatory.
- iii. Details of Bidder (including bidders having ToT arrangement) as per Appendix 'A'.
- iv. Details of Manufacturer/ Service provider/ Contractor/, if different from bidder, as per Appendix 'B'.
- v. Details of entity with whom, there is/are ToT arrangement(s) as per Appendix 'C'.
- vi. Details of item (goods/ services / works) for which registration is being sought as per Appendix 'D'.
- vii. Details of Bidder for security clearance as per Appendix 'E'.
- viii. Details of Manufacturer/ Service provider/ Contractor/ Entity providing ToT, if different from bidder, for security clearance as per Appendix 'F'.
- ix. Details of Sensitive Sector & Sensitive Technologies in case(s) of ToT arrangement as per Appendix 'G'.

2. We confirm that the application is complete in all regards, and duly signed by authorized signatory on all pages, is being submitted in one hard copy. We also confirm that a soft copy in pdf format of the same has been **emailed to dpiit.144@gov.in**. We understand that incomplete application will not be processed and summarily ignored.

3. We also confirm that we, M/s _____ (Name of the Bidder), and M/s (Name of Manufacturer/ Service provider/ Contractor/ Entity providing ToT, if different from bidder) are not currently debarred/blacklisted/banned by any Government entity in India.

4. We also confirm that signatory of this letter & application form is the authorized signatory of the _____ (Name of the Bidder). A copy of authorization letter is enclosed.

5. We understand that the registration granted by the Registration Committee shall be only for the purpose of bid participation under Rule 144(xi) of General Financial Rules, 2017. We also understand that validity period of Registration shall ordinarily be 3 years from date of issue of registration letter and in special case(s) may be less than 3 years. However, in case of appointment of new Director(s)/ new shareholders with more than 10% shares/ change in controlling ownership interest or control through other means, the registration shall automatically stand annulled.

(Name and Signature of authorized
signatory of bidder along with telephone
number and email Id)

Bidder's details for registration under Rule 144(xi) of GFR

1.	Name of Bidder – as defined in the Department of Expenditure's Order (Public Procurement No. 4) issued vide No. F. 7/10/2021-PPD dated 23.02.2023	
2.	Type of business entity (Natural Person/ Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership firm/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO/or any other type of entity) In case of incorporated entity - attach certificate of incorporation.	
3.	Complete address of the Registered Office with contact person name, telephone number and email Id.	
4.	Whether registration is being sought as Manufacturer/ service provider/ contractor for supply of goods/ services / works or An agent/reseller/distributor/member of consortium/ Office Controlled by bidder/any subsidiary of any artificial juridical person/ any other type of category) or A bidder having ToT arrangement with an entity from a country sharing land border with India Bidder to give details in which category – registration is being sought.	
5.	In case bidder is seeking registration as manufacturer, complete address of the manufacturing premises with name, telephone number and email Id of contact person.	
6.	In case bidder is seeking registration as service provider/ contractor/ToT arrangement, complete address of the premises from where services are provided may be given with name, telephone number and email Id of contact person.	

7.	In case registration is being sought as an agent/reseller/distributor/Office controlled by bidder/ any other subsidiary of any artificial juridical person /any other category other than manufacturers, service provider and contractor of above – the details of manufacturer/ service provider/ contractor may be furnished in Appendix- B.	
8.	The details of entity with whom, there is/are ToT arrangement(s) as per Appendix ‘C’ .	
9.	The details of items (goods/ services / works/) for which registration is sought as per Appendix- D.	

10. **Financial details[#] of the bidder in INR/ US Dollar** for last five financial years in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Financial year (FY)	Net Sales turnover during the FY	Net Profit during the FY	Net worth at the end of the FY

Refer foot notes at the end of Appendix.

11. **Beneficial owners[#] of the bidder**, as defined in the Department of Expenditure's Order (Public Procurement No. 4) issued vide No. F. No. 7/10/2021-PPD dated 23.02.2023, in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Beneficial owner details				
Name of the beneficial owner	% beneficial ownership	Natural person or legal/ artificial juridical person/ entity	Country of Citizenship/ Country of incorporation of legal/ artificial juridical person/ entity.	In case of legal/ artificial juridical person/ entity, beneficial ownership details of such entities may be furnished and so on.

Refer foot notes at the end of Appendix.

Note:

1. The terminology "Works" in the entire document means "Works including turnkey works/ projects". Similarly, the terminology "Services" means "Consultancy as well as non- consultancy services".
2. Details of all beneficial owners having ownership more than that prescribed in Para 13 of Department of Expenditure's Order (Public Procurement No. 4) issued vide F. No. 7/10/2021-PPD dated 23.02.2023 are to be furnished.
3. In case beneficial owner is legal/ artificial juridical person/ entity, beneficial ownership details of such entities to the last natural person are to be furnished.
4. The details at serial number "10" and "11" should be on Chartered Accountant's letterhead indicating name, membership number and UDIN.
5. Transfer of Technology (ToT) means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

Appendix -B

Manufacturer/ Service provider/ Contractor/ details for registration under Rule 144(xi) of GFR

(Note: The Appendix-B is to be filled up only in case Manufacturer/ Service provider/ Contractor is other than bidder, whose details have already been provided in Appendix - A)

1.	Name of manufacturer/ service provider/ contractor	
2.	Type of business entity (Natural Person/ Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership firm/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO/or any other type of entity) In case of incorporated entity - attach certificate of incorporation.	
3.	Complete address of the Registered Office of manufacturer/ service provider/ contractor with contact person name, telephone number and email Id.	
4.	In case of manufacturer, complete address of the manufacturing premises with name, telephone number and email Id of contact person.	
5.	In case of service provider/ contractor, complete address of the premises from where services are provided may be given with name, telephone number and email Id of contact person.	
6.	Manufacturer/ service provider/ contractor's agreement with the bidder to seek registration under Rule 144(xi) of GFR and participate in public procurement in India, if any. Copy to be attached with the application.	

7. **Financial details[#] of the manufacturer/ Service provider/ Contractor in INR/ US Dollar** for last five financial years in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Financial year (FY)	Net Sales turnover during the FY	Net Profit during the FY	Net worth at the end of the FY

[#] Refer foot notes at the end of Appendix.

8. **Beneficial owners[#] of the Manufacturer/ Service provider/ Contractor**, as defined in the Department of Expenditure's Order (Public Procurement No. 4) issued vide F. No. 7/10/2021-PPD dated 23.02.2023, in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Beneficial owner details				
Name of the beneficial owner	% beneficial ownership	Natural person or legal/ artificial juridical person/ entity	Country of Citizenship / Country of incorporation of legal/ artificial juridical person/ entity.	In case of legal/ artificial juridical person/ entity, beneficial ownership details of such entities may be furnished and so on.

Refer foot notes at the end of Appendix.

Note:

1. The terminology "Works" in the entire document means "Works including turnkey works/ projects". Similarly, the terminology "Services" means "Consultancy as well as non- consultancy services".
2. Details of all beneficial owners having ownership more than that prescribed in Para 13 of Department of Expenditure's Order (Public Procurement No. 4) issued vide F. No. 7/10/2021-PPD dated 23.02.2023 are to be furnished.
3. In case beneficial owner is legal/ artificial juridical person/ entity, beneficial ownership details of such entities to the last natural person are to be furnished.
4. The details at serial number "7" and "8" should be on Chartered Accountant's letterhead indicating name, membership number and UDIN.

Appendix -C

Details of Entity providing ToT for registration under Rule 144(xi) of GFR

(Note: The Appendix-C is to be filled up only in case Entity providing ToT is other than bidder, whose details have already been provided in Appendix -A)

1.	Name of / Entity providing ToT	
2.	Type of business entity (Natural Person/ Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership firm/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO/or any other type of entity) In case of incorporated entity - attach certificate of incorporation.	
3.	Complete address of the Registered Office of Entity providing ToT with contact person name, telephone number and email Id.	
4.	Agreement of Entity providing ToT/ with the bidder to seek registration under Rule 144(xi) of GFR and participate in public procurement in India, if any. Copy to be attached with the application.	

5. **Financial details# of Entity providing ToT in INR/ US Dollar** for last five financial years in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Financial year (FY)	Net Sales turnover during the FY	Net Profit during the FY	Net worth at the end of the FY

Refer foot notes at the end of Appendix.

6. **Beneficial owners[#] of the Entity providing ToT**, as defined in the Department of Expenditure's Order (Public Procurement No. 4) issued vide F. No. 7/10/2021-PPD dated 23.02.2023, in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Beneficial owner details				
Name of the beneficial owner	% beneficial ownership	Natural person or legal/ artificial juridical person/ entity	Country of Citizenship / Country of incorporation of legal/ artificial juridical person/ entity.	In case of legal/ artificial juridical person/ entity, beneficial ownership details of such entities may be furnished and so on.

#Refer foot notes at the end of Appendix.

Note:

1. Transfer of Technology (ToT) means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.
2. The details at serial number "5" and "6" should be on Chartered Accountant's letterhead indicating name, membership number and UDIN.

Appendix - D

Details of items (goods/ services / works) for which registration is sought

1.	Description of items (goods/ services / works) for which registration is being sought.	
2.	Broad technical specification parameters/ details of items/	
3.	Annual Capacity of bidder for each of the goods/ services / works for which registration is being sought.	
4.	Major public procuring entities in India for these items	

(Items also includes such items where ToT arrangement with land border sharing countries have been done)

5. Details of contracts[#] received by the bidder in last 05 years from public procuring entities in India in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Sr. No.	Description of goods/ services / works with broad technical parameters	Procuring entity details – Name and complete address of the Organization.	Purchase Order No., date, Qty and value	Status of the Order – Executed successfully/ under execution/ cancelled

Refer foot notes at the end of Appendix.

6. Details of contracts[#] received by the bidder in last 05 years from private procuring entities in India in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Sr. No.	Description of goods/ services / works with broad technical parameters	Procuring entity details – Name and complete address of the Organization.	Purchase Order No., date, Qty and value	Status of the Order – Executed successfully/ under execution/ cancelled

#Refer foot notes at the end of Appendix.

7. Details of outsourced components/goods and subcontracted works and services proposed to be used in execution of contract may be provided in the format given below:

Sr. No.	Details of outsourced components/goods and subcontracted works and services	Major technical parameters	Manufactured by /Subcontracted to	Country of Origin

Note:

1. The details at serial number "5" and "6" above are required to be furnished **only for those goods/ services / works for which registration is being sought** and for the **same** Manufacturer/ Service provider/ Contractor/Entity Providing ToT, whose details have been furnished in Appendix-B or Appendix-C, if bidder is not Manufacturer/ Service provider/ Contractor/ Entity Providing ToT. In case of large number of contracts, the details may be **restricted to 20 (twenty) high value contracts.**
2. The details at serial number "7" above are required to be furnished only for **top 20 high value outsourced components/goods and subcontracted works and services.**
3. Bidder can seek registration for multiple items in an application by providing requisite details for each of the item for which registration is being sought.
4. The details at serial number "5" and "6" should be on Chartered Accountant's letterhead indicating name, membership number and UDIN.

Appendix-E

Details of bidder for security clearance

I. Details in respect of bidding company/person:

Sl No.	Name of company/person	Type of Company (Pvt. Ltd. /Pub. Ltd. /Sole Proprietorship/one person company/partnership/LLP/JV/Trust /NGO etc.)	Country of registration in case of company/ nationality (if holding multiple nationality, all must be mentioned) in case of person	Registration number with date in case of company/ passport nos. and issue date in case of person	Registered office address and correspondence address in case of company/ Contact Address in case of person	Previous Name of the Company, if any	Details of earlier registration, if any (ref no. & date)

II. Details of beneficial ownership of entity:

Sl No.	Name of company/individual which/who are the beneficial owner of bidding company	Country of registration, registration number with date in case beneficial owner is a company/nationality, passport number and issue date (if holding multiple nationality, all must be mentioned) in case beneficial owner is an individual	Registered office address and correspondence address in case of company/Contact Address in case of person	Details of intermediary company(s)/persons between bidder company or person and beneficial owner company/individual	Enclose a chart depicting the link between bidding company/person and the beneficial company/owners along with details such as address, parentage, passport details (in case of individuals) or company registration details (in case of companies)

III. **Details in respect of Directors of bidding Company:**

SI No.	Full Name of Board of Directors	Present position held with date (since when)	Date of birth	Parentage (name of father/mother)	Present & Permanent Address	Nationality (if holding multiple nationality, all must be mentioned)	Passport Nos. and issue date, if any.	Contact Address & telephone number

IV. **Details of shareholders of bidding company (all companies/entities/individuals with more than 10% shares or having controlling ownership interest or exercising control through means in case of less than 10% shares):**

SI No.	Full Name of individual/company	Parentage (name of father/mother) in case of individuals and registration number in case of companies	Permanent address/present address in case of individuals, and registered and correspondence address in case of companies	Present position held, if any, in the applicant company	Nationality, in case of individual (if holding multiple nationality, all must be mentioned)/country of registration, in case of company	Passport Nos. and date of issue, if any (date of birth, in case passport is not available) for individuals	% of shares held in the company

V. **Details of tender(s) and specific goods/services/works proposed to be supplied:**

VI. **Reasons for seeking registration with Registration Committee of DPIIT:**

A brief note to be attached

VII. **Details of nature of activities undertaken by bidding company/person:**

A brief note to be attached

VIII. **Details of nature of activities undertaken by beneficial owner of bidding company/person:**

A brief note to be attached

IX. **Details of criminal cases, if any, against the bidding company, its director(s) or person as per annexure**

Self-Declaration for bidding company and its director(s)/owners or person

- a. Name & address and registration number of the Company :
- b. Name and address of owners (in case of proprietorship firm)/directors of the company/person :
 1. _____
 2. _____
 3. _____
 4. _____
- c. Are the company owners (in case of proprietorship firm)/directors/person listed above, are the subject of any?
 1. Preventive detention proceedings under Public Safety Act/National Security Act etc. : Yes/No
 2. Criminal Investigation in which chargesheet has been filed: Yes/No
- d. If, Yes, please provide following details
 1. Case/FIR number :
 2. Detention/warrant number, if any :
 3. Police Station/district/agency :
 4. Sections of law under which cases has/have been filed :
 5. Name and place of the court :
- e. The above mentioned details are in respect of both India and any other foreign country.

(Signature)

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the Company.

Appendix- F

I. Details of Manufacturer/Service Provider/Contractor / Entity providing ToT for security clearance

(Note: The Appendix-F is to be filled up only in case Manufacturer/ Service provider/ Contractor/ Entity providing ToT is other than bidder, whose details have already been provided in Appendix - E)

II. Details in respect of Manufacturer/Service provider/Contractor/ Entity providing ToT:

III.

SI No.	Name of company/ person	Type of Company (Pvt. Ltd. /Pub. Ltd. /Sole Proprietorship/one person company/partnership/LLP/JV/Trust /NGO etc.)	Country of registration in case of company/ nationality (if holding multiple nationality, all must be mentioned) in case of person	Registration number with date in case of company/ passport nos. and issue date in case of person	Registered office address and correspondence address in case of company/ Contact Address in case of person	Previous Name of the Company, if any	Details of earlier registration, if any (ref no. & date)

II. Details of beneficial ownership of Manufacturer/Service provider/Contractor/ Entity providing ToT:

SI No.	Name of company/individual which/who are the beneficial owner of bidding company	Country of registration, registration number with date in case beneficial owner is a company/nationality, passport number and issue date (if holding multiple nationality, all must be mentioned) in case beneficial owner is an individual	Registered office address and correspondence address in case of company/Contact Address in case of person	Details of intermediary company(s)/persons between bidder company or person and beneficial owner company/individual	Enclose a chart depicting the link between bidding company/person and the beneficial company/owners along with details such as address, parentage, passport details (in case of individuals) or company registration details (in case of companies)

III. **Details in respect of Directors of Manufacturing Entity/Individuals/Service Provider/Contractor/ Entity providing ToT:**

SI No.	Full Name of Board of Directors	Present position held with date (since when)	Date of birth	Parentage (name of father/mother)	Present & Permanent Address	Nationality (if holding multiple nationality, all must be mentioned)	Passport Nos. and issue date, if any.	Contact Address & telephone number

IV. **Details of shareholders of Manufacturer/Service provider/Contractor/ Entity providing ToT (all companies/entities/individuals with more than 10% shares or having controlling ownership interest or exercising control through means in case of less than 10% shares):**

SI No.	Full Name of individual/company	Parentage (name of father/mother) in case of individuals and registration number in case of companies	Permanent address/present address in case of individuals, and registered and correspondence address in case of companies	Present position held, if any, in the applicant company	Nationality, in case of individual (if holding multiple nationality, all must be mentioned)/country of registration, in case of company	Passport Nos. and date of issue, if any (date of birth, in case passport is not available) for individuals	% of shares held in the company

V. **Details of tender(s) and specific goods/services/works proposed to be supplied:**

VI. **Reasons for seeking registration with Registration Committee of DPIIT:**

A brief note to be attached

VII. **Details of nature of activities undertaken by bidding company/person:**

A brief note to be attached

VIII. **Details of nature of activities undertaken by beneficial owner of bidding company/person:**

A brief note to be attached

IX. **Details of criminal cases, if any, against the bidding company, its director(s) or person as per annexure**

Self-Declaration for manufacturer/service provider/ contractor and its director(s)/owners or person

- a. Name & address and registration number of the Company :
- b. Name and address of owners (in case of proprietorship firm)/directors of the company/person :
 - _____
 - _____
 - _____
 - _____
- c. Are the company owners (in case of proprietorship firm)/directors/person listed above, are the subject of any?
 - Preventive detention proceedings under Public Safety Act/National Security Act etc. : Yes/No
 - Criminal Investigation in which chargesheet has been filed: Yes/No
- d. If, Yes, please provide following details
 - Case/FIR number :
 - Detention/warrant number, if any :
 - Police Station/district/agency :
 - Sections of law under which cases has/have been filed :
 - Name and place of the court :
- e. The above mentioned details are in respect of both India and any other foreign country.

(Signature)

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the Company.

Appendix – G (For ToT only)

Bidders with ToT arrangement with an entity from a country which shares a land border with India shall specify:-

1. Whether they have ToT arrangement in the following or any of the following Sensitive sectors:

Sector	Sector's Name		Bidder to give details in which of the following sectors - registration is being sought
Category -I Sensitive Sectors	I.	Atomic Energy	
	I.	Broadcasting/ Print and Digital Media	
	II.	Defence	
	III.	Space	
	IV.	Telecommunications	
Category-II Sensitive Sectors	I.	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)	
	II.	Banking and finance including insurance	
	III.	Civil Aviation	
	IV.	Constructions of Ports and dams & River valley projects	
	V.	Electronics and Microelectronics	
	VI.	Meteorology and Ocean observation	
	VII.	Mining and extraction (including deep sea projects)	
	VIII.	railways	
	IX.	Pharmaceuticals & medical devices	
	X.	Agriculture	
	XI.	Health	
	XII.	Urban transportation	

2. Whether they have ToT arrangement in the following or any of the following sensitive Technology:-

Technology	Sensitive Technology		Bidder to give details in which of the following technologies - registration is being sought
Sensitive Technologies	I.	Additive Manufacturing(e.g. 3D Printing)	
	II.	Any equipment having electronics programmable components or autonomous systems(e.g. SCADA Systems)	
	III.	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.	
	IV.	Chemical Technologies	
	V.	Biotechnologies including genetic Engineering and biological Technologies	
	VI.	Information and Communication Technologies	
	VII.	Software	