## Tender: Ref NO: DJAC Building/Kanpur/IIT/FIRST/AS/20/04/2023

Inviting Quotations for Furnishing of two Halls of our New Building FIRST Innovation
DJAC, IIT Kanpur, as per specified Drawings.

Sealed Quotations (technical bid and price bid, separately inside the main envelop) along with <u>Certificate or Authorization Letter</u> are invited as per the specifications provided in the below table for the items from the authorized suppliers. The sealed quotation should reach the undersigned on or before 30/04/2023 before 1700 hrs. through registered/speed post/courier.

The envelope must be inscribed with Quotation (s) for the following Schedule of Requirement (SOR) cum offers for the following tenders-

S.No.	Tender ID	Premise No
1.	DJAC Building/Kanpur/IIT/FIRST/AS/	404 Block
2.	DJAC Building/Kanpur/IIT/FIRST/AS/	406 Block

The details of the aforesaid tenders are bifurcated herein below-

To,

## 1. Tender: Ref NO: DJAC Building/Kanpur/IIT/FIRST/AS/20/04/2023

## The Quotations would be evaluated separately

404 Block						
Sr. No.	Items	Unit	Qty. (Approx.)	Rate	Total Value	
	PAINT FINISH					
1	The cost of rubbing, applying, and finishing of wall surfaces with one coat of interior primer and two coats of interior premium plastic emulsion paint (such as Royal and equivalent) would include the cost of required scaffolding arrangements, all materials, labor, and transportation as per specification.	Sq.ft	3050			
2	The cost of rubbing, applying, and finishing of Low Height Ceiling surfaces with one coat of interior primer and two coats of interior premium plastic emulsion paint (such as Royal and equivalent) would include the cost of required scaffolding arrangements, all materials, labor, and transportation as per specification.	Sq.ft	1150	·		
	CARPENTRY WORK	N <sub>2</sub> +				
	Low Storage Cabinet					
1	The storage height will be 3 feet from the floor, using wooden plywood of 19mm thickness with a wooden mica finish. The storage compartments will have Earl Bihari Kabza, and there will be some open storage spaces between them. Each storage compartment will be handle-less and will be accessible through grooves.  Phone Booth	Sq.ft	226			
2	Providing a single platform at a height of 3 feet with a depth of 18 inches. The top surface of the platform will have a Mica finish, and the thickness of the platform will be 1.25 inches.	Sq.ft	19			

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1						
	High Seating			<u> </u>	<u> </u>	_
3	Platform for high seating with the following specifications: -Size: 53 feet in length, 15 inches in depth - Thickness: 1.5 inches - Finish: 1mm wooden mica finish.	Sq.ft	66	The state of the s		and the state of t
	Side Tables					1
4	Dimensions of 15 inches by 15 inches, and a height of 16 inches. The table top is made of 1.5 inches thick plywood with a 1mm Mica finish.	Per unit	6	-	•	
	Reception & Discussions Area Partition					]
5	Installing a partition that is 15 feet wide. The partition will divide the area into two sections, one of which will be designated as a discussion area. The partition will be7 feet tall and will be covered with a 1mm thick acryclic white sheet.	Sq.ft	210			The state of the s
	Reception Area Wall					]
6	We are highlighting one wall, the counter back wall, with wooden work. The wall has storage space, Wall measuring 15 feet in width and 7 feet in height. It has a high-gloss marble finish and 1mm mica with louvers on the upper cabinet shutter. Additionally, there is profile lighting installed. The partition wall is made of 19mm plywood with a paint finish.	Sq.ft	112			
	Reception Counter					7
7	The counter has dimensions of 7 feet by 2.5 feet and a height of 4 feet. The countertop has a matte finish grey 1mm mica and wooden finish 1mm mica. There are also 3 drawers located under the reception counter.	Per unit	1			The same of the sa
	Discussion Area		0.10			]
8	Two walls covered with white, glossy glass (6mm thick) for use as whiteboards, measuring 17 feet by 7 feet.	Sq.ft	240			
	Breakout & Pantry Area					]
9	1mm acrylic and 1mm mica finish. The top of the counter will be wooden with a 1mm mica finish, and the structure will be made of 19mm plywood. The walls from the counter to a height of 7 feet will be panel with wood and will be illuminated with profile lights. The dimensions of the counter are 13 feet in width, 3 feet in height, and 27 inches in depth. Storgae behind the counter 3 feet height, 24 inches depth, 7 feet width. The countertop will be made of marble and will include a sink. Additionally, there will be storage above the sink that extends to a height of 7 feet and has a depth of 12 inches. This storage will be	Sq.ft	<b>.</b>	- management of		
	made of 19mm plywood and 12mm plywood, with an inner mica finish of .8mm. (as per selection).  GLASS PARTITION					
	Separate Sitting Multi Colour Glass Partition					-
1	Installation of 6mm thick tempered multi-colored glass partitions in this area, with 1.5 inch by 1.5 inch black powder coated MS framing. The partitions should be 4.5 feet wide and 8 feet tall.	Per unit	12			
	Clear & Frosted Glass			1	+	-

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2	12mm thick tempered frosted and clear glass with 2.5 inch by 1.5 inch black powder coated MS framing for the following areas: 4 doors in the conference room, 1 door in the COPI cabin, 1 door in the PI cabin, 1 door in the phone booth area. In the middle of the conference room, we would also like to have a frosted sliding glass fitting installed	· Sq.ft	1840		
	WORSKATSTION AREA	***************************************			
	Hexagon Cabin	-			
1.	19mm plywood for the partition, with 1mm outer mica and 0.8mm inner mica and 12mm softboard. 12mm thick tempered frosted glass as the partition. The height of the table should be 4 feet 6 inches, with a width of 7 feet 3 inches on each side. The counter height should be 30 inches, the depth 24 inches, and the thickness 1.5 inches. There should be storage space under e counter with dimensions of 28 inches by 24 inches, including 2 drawers and 1 shutter. This cabin should be able to accommodate seating for 5 people.	Per unit	8		
	Hexagon Cabin Chair				
2	Stainless steel finished chair base, handrest with back mesh, movable.	Per unit	40		
	LOOSE FURNITURE				
	Sofa				
1	Providing and Placing sofas of a contemporary design, the basic frame of which is to be made of 1st class hardwood, supports of 19 mm thick ply, covered with thick layers of hi-density foam, shaped to the required design, Each sofa seat to be approximately 2'-0" x 2'-0" in size, the overall sofa to be a highly luxurious look and feel, and to be comfortable to sit).	Per seat	25	100000000000000000000000000000000000000	
2	COPI,PI Cabin and Breakout Center Table	Per unit	3		
	30 inch by 30 inch with height 15 inch wooden mica finish				
	Reception Center Table				
3	3feet by 4 feet 12mm with marble top, base is made of MS finish	Per unit	1		
	Separate Sitting Area Round Table				
4	Wooden Finish (as per design choice)	Per unit	10		
	Separate Sitting Chair	D*	4.4		
5	Fabric and wooden finish (as per design choice)	Per unit	14		
6	High seating stools (as per selection)	Per unit	30	<u>                                     </u>	
	CONFERENCE ROOM	1 CI UIII			
	Conference Table				
1	Size: 5 feet in length, 12 feet in width.	-			
	Height: 30 inches				
	Finish: Veneer finish with a black glass on the middle				
	of the table	Per unit	2		
	Thickness: 3 inches	]			
	Base design: Louver design with veneer finish				
	Sockets: 2 sockets to be included in the table				
2	Directors Chair (As per selection)	Per unit	. 2		
3	Movable Chairs (as per selection)	Per unit	20		
4	Non Movable Chairs (As per selection)	Per unit	24		
5	Conference Ceiling				

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5	louvers finish ceiling with side border POP	Sq.ft	780			
	COPI & PI CABIN					
	Directors Table					
1	L-shaped table with the following specifications:	Per unit	2	- The state of the		
	-Size: 8 feet in length, 3 feet in depth.			***		
	-Height: 30 inches	1			İ	
	-Finish: Veneer finish	1				
	-Sockets: 1 socket to be included in the table		•			
	-Design: Glass design in the middle of the table	1			***************************************	
	-Storage: There will be storage on the L side, with 3/4 drawers as per choice.					
>	Back Storage		•			
2	cabinet with the following specifications:	Sq.ft	270		$\exists$	
	-Size: 9 feet in height, 15 feet in width, 18 inches in depth.					
	-Construction: There will be a shutter till 30 inches height, and on the right or left side, there will be a tall unit and an upper cabinet with a combination of shutter and open spaces as per design choice.		,			
	-Finish: Wooden 1mm mica finish.					
3	Director's Chair (As per selection)	Per unit	2		_	
4	Movable Chairs (as per selection)	Per unit	6		$\dashv$	
	Ceiling				$\neg$	
5	lovuers finish ceiling with side border POP	Sq.ft	610	100 m m m m m m m m m m m m m m m m m m		
	Sofa Back Wall		***************************************			
6	Size: 15 feet in width and 9 feet in height	Sq.ft	270		_	
	Material: Glossy white glass 6mm				İ	
	Structure: Wooden Structure					
	Lighting: Cove lighting	1				
	(as per choice)	-				

# 1. Tender: Ref NO: DJAC Building/Kanpur/IIT/FIRST/AS/20/04/2023

	406 Block					
Sr. No.	Items	Unit	Qty. (Approx.)	Rate	Total Value	
	PAINT FINISH					
1	The cost of rubbing, applying, and finishing of wall surfaces with one coat of interior primer and two coats of interior premium plastic emulsion paint (such as Royal and equivalent) would include the cost of required scaffolding arrangements, all materials, labor, and transportation as per specification.	Sq.ft	3240	-	•	

	The cost of rubbing, applying, and				-
2	finishing of Low Height Ceiling surfaces with one coat of interior primer and two coats of interior premium plastic emulsion paint (such as Royal and equivalent) would include the cost of required scaffolding arrangements, all materials, labor, and transportation as per specification.	Sq.ft	2150	-	-
	CARPENTRY WORK	•			
	Low Storage Cabinet				
1	The storage height will be 3 feet from the floor, using wooden plywood of 19mm thickness with a wooden mica finish. The storage compartments will have Eafl Bihari Kabza, and there will be some open storage spaces between them. Each storage compartment will be handle-less and will be accessible through grooves.	Sq.ft	318	-	-
	Stair Side Cabinet				
2	The stair side wall, we are providing a cabinet storage height of 3 feet from the floor. Then, we are leaving a gap of 2 feet and adding another storage cabinet with a height of 28 inches. The storage is made of 19mm plyboard with a Mica finish and will have Earl Bihari Kabza handles. The depth of the storage will be 18 inches. The outer surface of the cabinet will have 1mm Mica finish and the inner surface will have 0.8mm Mica finish.	Sq.ft	146	-	-
	Phone Booth				
3	Providing a single platform at a height of 3 feet with a depth of 18 inches. The top surface of the platform will have a Mica finish, and the thickness of the platform will be 1.25 inches.	Sq.ft	9	-	-
	Printout Area				
4	Providing a single loose rack with the following dimensions: 3 feet in height, 24 inches in width, and 15 inches in depth. The rack will have a Mica finish.	Sq.ft	6	-	-
	Side Tables				
5	Dimensions of 15 inches by 15 inches, and a height of 16 inches. The table top is made of 1.5 inches thick plywood with a 1mm Mica finish.	per unit	5	-	-
6	Waiting Area Installing a partition that is 15 feet wide. The partition will divide the area into two sections, one of which will be designated as a discussion area. The partition will be 7 feet tall and will be covered with a 1mm thick acrylic white sheet.  -3D Wall	Sq.ft	210	_	-
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	A				•	<i>:</i>
7	For the back wall of the sofa in the waiting area, we will be covering the wall with 3D HDMR paneling, which will have a Duco finish. The thickness of the HDMR paneling will be 6mm or 8mm, depending on the design selection. The dimensions of the paneling will be 21 feet by 7 feet.  Discussion Area	Sq.ft	147			ı
		-				:
8	Covering the wall with white glossy frosted glass to be used as a whiteboard. The thickness of the glass will be 6mm, with an open front. All three sides of the wall will be covered with frosted glass. Additionally, there will be a storage unit on the pillar side, which will be 3 feet in height and made of 19mm plywood with a 1mm outer and 8mm inner Mica finish.	Sq.ft	308	-	-	ı
	Pantry Area					
9	Imm acrylic and 1mm mica finish. The top of the counter will be wooden with a 1mm mica finish, and the structure will be made of 19mm plywood. The walls from the counter to a height of 7 feet will be panel with wood and will be illuminated with profile lights. The dimensions of the counter are 12 feet in width, 3 feet in height, and 27 inches in depth. Storage behind the counter 3 feet height,24 inches depth,7 feet width. The countertop will be made of marble and will include a sink. Additionally, there will be storage above the sink that extends to a height of 7 feet and has a depth of 12 inches. This storage will be made of 19mm plywood and 12mm plywood, with an inner mica finish of 8mm.	Sq.ft	170	- The state of the		
10	Pantry partition is 12 feet wide and 7 feet tall. It is made of 19mm plywood and a 1mm thick white acrylic sheet.	Sq.ft	84	-	-	
	COLOUR GLASS PARTITION					i
1	Colour glass partition size 11'x7', using ms framing 1.5"x1.5" with black powder coated, multiple colour toughened glasses 6mm, wooden arch multiple colur mica finish 1mm, ply 19mm, phonebooth area with door	Per unit	27	-	- ·	American
	WORSKATSTION AREA					Į
	Workstation Table					ł
1	11'x4' and the height is 30 inches. Each person will have 18 inches of width for under-table storage, including two drawers and one shutter. There will also be space on the table for wiring to charge laptops. The table will have a wooden 1mm mica finish, MS 1.5"x1.5" base black powder coated.	Per unit	20	-	-	
	Office Chair					
2	Stainless steel finished chair base, handrest with back mesh, movable.	Per unit	114	-	-	
	LOOSE FURNITURE					
	Sofa	-				j

1	Providing and Placing sofas of a contemporary design, the basic frame of which is to be made of 1st class hardwood, supports of 19 mm thick ply, covered with thick layers of hi-density foam, shaped to the required design, Each sofa seat to be approximately 2'-0" x 2'-0" in size, the overall sofa to be a highly luxurious look and feel, and to be comfortable to sit).	Per seat	13	-	•
	Center Table				
2	Diameter is 4 feet and the top has a 12mm glass finish. The base is made of MS	Per unit	1	-	-
	Fabric Chair			•	
3	Fabric finish chair with MS/SS finish base	Per unit	30	-	-
	Breakout Table				
4	Providing 4 tables (6 feet length, 30 inch height and 30 inch width) The top surface will be made of 1mm wooden mica and the base will be 1.5"x1.5" with MS powder coating.	Per unit	4	-	-
	THINKING AREA				
1	Providing a two-sided wall partition with 6mm glass for writing (as per design selection). The accompanying furniture will include 4 chairs,4 poufs (2feet by 2 feet and 12 inches height), 4 tables (18 inchx18 inch with a height of 12 inch and a 1mm glossy mica finish). One wall will be creative art work on wall.	NOS	-	-	-
	MEETING AREA				
1	Provide a table that measures 12 feet by 3 feet and is 30 inches tall (top of the table will have a 1mm mica finish, and the base will be made of MS with a powder coating). There will be a glass sheet measuring 9 inches placed in the middle of the table. Additionally, we will provide 12 branded chairs on the wall for a projector, and a storage unit on the pillar side measuring 30 inches in height and 15 inches in depth (1mm mica finish and made of 19mm plywood).	NOS	-		

## **Terms & Condition**

- 1. The Bidder is required to submit quotation for both the Halls and will not have the option to choose any one of the two Halls.
- 2. IIT Kanpur reserves the right to cancel the Tender at any stage without assigning any reason.
- 3. The bidder should be a reputed vendor and must have the establishment of more than 5 years. A copy of the certificate of Establishment should be provided with the Technical Bid. The bidder must executed satisfactory work in any of the Incubator of Academic Institute of National Importance.
- 4. The bidder must enclose the documents of up-to date GST Return, with technical bid.

#### **Technical Criteria**

- 5. The bidder must have an average annual turnover of Rs 2 Crores during the last three years. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March 2023 of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.
- 6. The Turnover Certificate along with the copies of Income Tax Return Acknowledgement, Balance Sheet & Profit and Loss A/c for last three financial years duly signed by Chartered Accountant of the bidder should be enclosed with the technical bid.
- 7. The bidder should have completed one single Order of Rs 55 Lacs over the last three years. (Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed & Execution certificate by client with order value).
- 8. The bidder must executed satisfactory work in any of the Incubator of the Academic Institute of National Importance.
- 9. The bid submitted through email or any other online medium shall not be accepted. Only bid received through registered /speed post /courier/by hand shall be accepted.

## 10. Sample Approval

Bidders should have to display their samples of furniture (25,14,23...) on date of opening of the technical bid at the Purchase Section of FIRST of IIT Kanpur. Non-Display of sample shall be considered as non-responsive technical bids.

#### Phase-II

- a. Financial bids of technically qualified and approve samples bidders shall be opened.
- b. Financial evaluation is purely done on the total financial implication.
- c. Any Superfluous, unreasonable assets rate quotes will be summarily rejected.
- 11. If the documents as well as the samples submitted by the bidder would not be up to the mark as per the tender requirement, the tender of such bidders would be rejected and the financial bid would not be opened.

### 12. Layout Drawing

Layout Drawing of both the Halls (Hall No 404 & 406) has been attached as integral part of this Tender hence Bidder has to submit the bid after understanding the Layout drawing. Attached:- Annexure-A & Annexure-B

- 13. The bidder must execute and complete all the work supply within 60 days otherwise LD @ 0.25% per day shall be levied. (Subject to maximum of 5% of PO)
- 14. Payment shall be as follows:

Events	Amount of Payment to be released
On Work Commencement	20% of the amount of Purchase Order
On Submission of First Running bill against the progress report	75% of the amount of First running the Bill Subject to maximum of 75% of the Order Value

On Submission of Second Running bill against the progress report	75% of the amount of the Second running bill Subject to maximum of 90% of the Order Value
On Submission of Work Completion Report	Up till 90% of the PO
1 Year from the Submission of Work Completion	Balance 10 % of the Total Bill Amount

- The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the purchase order.
- 16. The bidder should furnish an affidavit on Non-Judicial Stamp Paper of Rs. 100/- for not been black listed or debarred by any Government / Semi Government / PSU / Banks / Universities / Educational Institute etc. during last three years at the time of submission of tender bid for any item or by any reason. If any bidder, who has been blacklisted /debarred by any Government / Semi Government / PSU / Banks / Universities / Educational Institute etc. for any item or by any reason during last seven years, participate for this tender work, then the appropriate legal action shall be taken against that bidder and the client has full rights to black list / debarred the said company for future tendering process.
- 17. Bidder is desired to have executed one single Office Interior related work in a organisation of national importance of at least Rs. 85 Lacs value in past 3 years. (Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed & Execution certificate by client with order value.)
- 18. **Earnest Money Deposit (EMD)**: Rs. 1,50,000./-(One lakh and Fifty thousand only) must be submitted along with the technical bid. The EMD document (Demand Draft) should be issued in the favor of "IIT Kanpur"
- 19. MSME exemption allowed from EMD submission shall not be allowed. The Bidders MUST enclose the required EMD to participate for the tender.
- 20. The defect liability period of **Three years** from the date of completion of Work and final completion report duly acknowledged by IIT Kanpur.
- The Bidder should quote for all items of the tender. Any tender for Part item will be rejected out rightly. An undertaking on the company letter head confirming the same should be enclosed with tender.
- 22. No Deviation in the technical specifications for any product shall be accepted at all. The bid must include every specification dimension and the details of manufacturer for each items. The images provided in the Tender document are for the reference purpose only.
- 23. No Subcontracting shall be allowed whatsoever.
- 24. Quotations from the bids that do not meet the technical criteria set in the tender document will not be considered irrespective of the price or any other criteria.
- 25. The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract.

- 26. The Vendor shall provide the warranty for 3 Years.
- 27. Rates Quoted should be inclusive of all taxes, freight and other charges.
- 28. The quotation will be evaluated based on the criteria's provided in the below table.

S.No	· Parameter	Evaluation Criteria	Weightage	Marking system (It will be graded marking system
	t i			accordingly)
1	Financial Bid	Lowest-1		50
		Lowest-2	50%	30
		Lowest-3	_	20
2	Value of one single executed Order of Office Interior/furnishing related work in an Incubator of academic Institute of national importance in past 3 years. (A work completion report with satisfactory performance letter from the related recipient of work has to be submitted as evidence)	Rs. 85 to Rs 75 Lacs		25
			25%	
		Rs. 75 to Rs 65 Lacs		20
		Rs.65 to Rs 55 Lacs		10
3	Average Annual Financial Turnover of the Bidder since	Rs.>350 Lacs	25%	25
	last 3 years (Average annual Turnover certificate to be attached)	Rs.>250 Lacs	]	15
		Rs.>200 Lacs	1	10
	Total		100%	

29. An **Engineer – In – Charge** will be appointed by IIT Kanpur for supervision of work and verification of Bills.

## 30 Instruction to the bidder of countries which share land border with India (Rule 144(xi) GFRs)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).
- 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 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:
  - 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.
- 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. In case of 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.
- **31.** As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

## **Definitions:**

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

"Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

"Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

"Margin of purchase preference" means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (shall be 20%)

#### **Purchase Preference:**

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-l local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-l local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-l local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-l local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-l local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-l local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-l local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get purchase preference over 'Class-ul local supplier' as well as 'Non-local supplier', as per following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-l local supplier', will be invited to match the L1 price subject to Class-l local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-l local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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

Ankush Sharma Prof-in-Charge

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