



ENQUIRY DOCUMENT - MR

(Document No : B943-318-CC-MR-6003-3-RFQ)



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BIDDING DOCUMENT NO. JP/B943-318-CC-MR-6003/3

**BIDDING DOCUMENT
FOR
COLUMN/ TOWER CARBON STEEL, COLUMN/ TOWER
STAINLESS STEEL

FOR
BIO ATF PLANT
OF MANGALORE REFINERY AND PETROCHEMICALS LIMITED**

Prepared & Issued by:

**इंजीनियर्स
इंडिया लिमिटेड**  **ENGINEERS
INDIA LIMITED**
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)

MASTER INDEX

NAME OF ITEM/ WORK : COLUMN/ TOWER CARBON STEEL, COLUMN/ TOWER STAINLESS STEEL

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**REQUEST FOR QUOTATION (RFQ)
(e-Bidding)**

Date: 30.12.2024

SL NO.	SALIENT FEATURES	DETAILS
a)	Client	: EIL (OBE JOB OF MRPL)
b)	Project	: BIO ATF PLANT OF MANGALORE REFINERY AND PETROCHEMICALS LIMITED
c)	Item	: COLUMN/ TOWER CARBON STEEL, COLUMN/ TOWER STAINLESS STEEL
d)	EIL RFQ No.	: JP/B943-318-CC-MR-6003/3
e)	MR Category	: I (Other than Bulk)
f)	Pre-Bid meeting	: Not Applicable
g)	Pre-Bid Meeting Details and Venue	: Not Applicable
h)	Last date of receipt for pre-bid queries	: Within 7 calendar days from the RFQ publish date : In case of receipt of queries after this date, EIL reserves the right to not consider such late queries.
i)	Earnest Money Deposit (EMD)	: Not Applicable
j)	BID DUE DATE (Last date and time of submission of e-Bids)	: As per GeM Bid
k)	UNPRICED BID OPENING Opening of Techno-commercial (Unpriced) e-Bids	: As per GeM Bid
l)	PRICED BID OPENING	: The date & time to be intimated later on to the technically & commercially acceptable bidders
m)	Contact Person for any query/ clarification	: Mr. Sushant Behera, Sr. Manager (SCM-C&P) E-mail ID: sushant.behera@eil.co.in Tel. No.: +91-124-289-1366/ 8527607706 Mr. Naveen Kumar, AGM (SCM-C&P), Phone no. 0124 289 1365 / 9555836355 E-mail ID: naveen.pandit@eil.co.in Mr. Jaydip Purkayastha, GM (SCM-C&P), Phone no. 0124 289 1287 E-mail ID: jaydip@eil.co.in
n)	e-Tendering portal for submission of e-bids	: The complete Enquiry Document along with Technical Part and subsequent Addendums/Corrigendum's, if any , can be viewed/downloaded from the following website: https://gem.gov.in A link will be available on EIL tender website http://tenders.eil.co.in

SL NO.	SALIENT FEATURES	DETAILS
o)	Delivery Period/ Completion Period	<p>: Supply:</p> <p>Within 300 (Three Hundred) Days on FOT Project Site on freight pre-paid & door delivery basis from the date of issue of LOA/GeM Contract. The date of receipt of all material at site shall be considered as the date of delivery.</p> <p><u>Site Work (Loading & Unloading of Columns sections at site, handling, storage at site, assembly at site, site weld, paint, inspection and completing the column in all respects at site as per MR) for Tag no. DA-31802:</u></p> <p>Within 14 (Fourteen) Days from the date of Site Readiness. Advance intimation for site readiness shall be given 14 (Fourteen) days prior to commencement of site work. The date of handing over of the equipment after completion of complete scope of work duly certified by Engineer-in-charge/ Inspection authority shall be considered as the date of completion of site work.</p>
p)	DEVIATIONS NOT PERMITTED	<p>Bids are invited on “Zero Deviation Basis”. Accordingly offer is to be submitted in complete compliance to RFQ Terms & Conditions without any deviation. Offer with deviation shall be liable for rejection.</p> <p>Hence, Bidder shall ensure submission of complete bid without any deviation as per requirement of Enquiry document in first instance itself.</p>
q)		<p>This enquiry is issued on Limited Bidding basis to EIL Enlisted suppliers for “captioned items mentioned at sl. No. c above” only. A separate intimation to the EIL suppliers eligible for this enquiry shall be sent through mail subsequent to issue of enquiry in GeM Portal.</p> <p>Only those suppliers who are intimated of publication of the enquiry through EIL e-mail will be eligible to submit their bids. Bids received from any other supplier shall not be considered for evaluation and shall be rejected.</p> <p>In case a bidder does not register on the GeM Portal and as a consequence, does not submit their bid on GeM Portal, it shall be deemed that he is not interested in bidding against this enquiry and no further correspondence will be entertained.</p>
r)	IMPORTANT INSTRUCTIONS	<p>i) Purchase Preferences (PPP-MSE, 2012/ PPP-MII, 2017, as applicable):</p> <p>Bidder is hereby instructed that relevant documents and information pertaining to MSE and PPP-MII, which are necessary for availing the relevant benefits during evaluation, must be updated/ uploaded in the designated folder on GeM portal.</p> <p>Bidders to note that in spite of submission of such relevant documents in the ATC folder, they shall not be eligible for the applicable benefits during evaluation on GeM portal in case they fail to adhere to the above instructions i.e. opt for the option of availing such preferences on the GeM portal itself. Therefore, in case a bidder does not opt for the preference option during the bid submission, they shall not be considered as a MSE or Class- I local supplier even though bidder is natural L1.</p> <p>Also, the evaluation as done by GeM portal shall be final and binding.</p> <p>ii) Input Tax Credit (ITC):</p> <p>Bidders are hereby instructed that relevant details/ documents pertaining to GST registration shall be updated / uploaded in the designated field on GeM portal, failing which, evaluation shall be carried out as per functionality / methodology of GeM portal and same shall be final and binding on the bidder.</p>

If any of the dates indicated at Sl. No. (j) above happens to be a declared/closed holiday in EIL-Gurugram, the next working day shall be considered.

1. INTRODUCTION

- 1.1. Mangalore Refinery & Petrochemicals Limited (MRPL), a subsidiary of Oil and Gas Corporation Limited and a Schedule "A" Company operates a Grass root Crude Oil Refinery located at Mangalore, a coastal city of Karnataka (India). MRPL has a refining capacity of 15.0 MMTPA (Million Metric Ton per Annum) and is capable of producing almost a full range of petroleum products like Naphtha, LPG, Motor Spirit, High Speed Diesel, Kerosene, Aviation Turbine Fuel, Sulphur, Xylene, Bitumen along with Petcoke and Polypropylene. It is involved in the business of Refining and Marketing of Petroleum Products in India.
- 1.2. MRPL intends to set up a 20 kL/day Bio-ATF Unit to produce Bio-ATF from Jatropa Oil/Used Cooking Oil (UCO)/Tree Born Oil (TBO) and Palm Stearin/Palm Fatty Acid Distillate (PFAD) for blending with aviation fuel based on technology developed by CSIR-Indian Institute of Petroleum (CSIR-IIP) and Engineers India Limited (EIL) in its refinery at Mangalore
- 1.3. M/s Engineers India Limited (EIL) has been engaged by the MRPL as the Executing Agency for this Project on Open Book Estimate (OBE) Basis.

2. SUBMISSION OF BIDS & VALIDITY:

- 2.1. E-bids under **single stage two bid system** are requested for the captioned item based on the requirement specified in this MR and in total compliance to technical specifications, scope and terms & conditions of RFQ documents/attachments.
- 2.2. **EIL registered bidder shall quote only for those Items for which they are registered with EIL as on the date of issuance of RFQ. Items quoted by EIL registered bidder other than the approved range with EIL shall not be considered for evaluation/award. Separate email communication shall be sent to the eligible empanelled bidders subsequent to issuance of enquiry in GeM Portal. Only the bids received from these eligible empanelled bidders shall be accepted and considered for further evaluation. Bids received from all other bidders shall be rejected.**
- 2.3. **Bidders are mandatorily required to indicate their name on each page of excel file / pdf file of Un-priced copy of Price Schedule while uploading the same.**
- 2.4. Bids are required to be submitted only through above mentioned Govt. of India GeM Portal on or before the Bid submission date and time.
- 2.5. Bidders are required to register on the GeM Portal (URL: <https://gem.gov.in>). Bidders are requested to get acquainted with the GeM Portal in advance and obtain/seek clarifications, if any from GeM Portal Helpdesk. Bidder is advised to download & utilize the available information/documents/ resources under <https://gem.gov.in> for activities like Registration, obtaining User ID & Password, uploading & submission of e-bids etc.
- 2.6. All those bidders who have not complied with the above registration requirements will not be eligible to bid. Request for extension in due date of submission of bids due to non-registration or delayed registration in GeM portal shall not be entertained.
- 2.7. Bidders are required to submit their bids complete in all respects in accordance with Instructions to Bidders (ITB) only through e-tendering website of GeM Portal (<https://gem.gov.in>) **only on or before the bid-submission date & time as specified on GeM Bid.** Bidder to carefully read and understand the instructions for e-tendering as indicated in ITB and other related document available against various help links to upload their bid on e-tendering website.
- 2.8. Physical Bids/ Offer sent through Fax/ E-mail/ CD/ DVD/ Pen Drive/ Courier/Post or Bids through any other mode shall not be accepted. However, any specific document required to be submitted in physical form as per RFQ shall be submitted in physical form.

- 2.9. Bidders in their own interest are requested to upload/submit their bid well in time. In the event of failure in bidder's connectivity with EIL/GeM Portal during the last few hours on account of any problem and they are likely to miss the deadline for bid submission in such a case no request for extension in bid due date shall be entertained.
- 2.10. All amendments, time extension, clarifications etc. (corrigendum as per GeM nomenclature) will be uploaded in GeM Portal only. Bidders should regularly visit the e-tendering website of GeM Portal <https://gem.gov.in> to keep themselves updated. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by Mail/Post.
- 2.11. Bid/ Offer shall remain valid as specified in GeM BID.

3. **PRE-BID MEETING**

- 3.1. Pre-bid Meeting is not scheduled for this RFQ.
- 3.2. Bidder may note that Bid shall be submitted on the basis of "**ZERO DEVIATION**" and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 3.3. Bidders to note that EIL reserves the right not to give any opportunity to the bidder after the final bid submission date and time for seeking any clarification or submission of balance documents not submitted earlier. Their bid shall be evaluated as per the documents submitted along with their bids.
- 3.4. Any modification to the RFQ document, which may become necessary as a result of the pre-bid queries/ pre bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment through GeM Portal. Record notes of pre-bid meeting shall not be considered as part of RFQ.

4. **AWARD METHODOLOGY**

- 4.1. Price evaluation and award shall be carried out as per GeM Terms and conditions.
- 4.2. Price Preference to MSE and/ or PPP-MII compliant bidders shall be applicable as per the relevant provisions mentioned elsewhere in the Bidding Document.
- 4.3. **EIL's decision in this regard shall be final and binding on the bidder.**

5. **REVERSE AUCTION – NOT APPLICABLE**

6. **GENERAL**

- 6.1. RFQ Document is non-transferrable.
- 6.2. Bidder to note that the Inspection shall be carried out in line with Inspection Philosophy mentioned in RFQ Documents.
- 6.3. Please submit your Acknowledgement against the RFQ on EIL's website <http://tenders.eil.co.in> within the due date & time, with reason(s) of not participating in the bidding process in case of regret/negative acknowledgment. In case there is no response, the bidder shall be liable for suitable action including review of their enlistment with EIL for the subject item.
- 6.4. Submission of authentic documents is the prime responsibility of the bidder. Wherever EIL has concern or apprehension regarding the authenticity/ correctness of any document, EIL reserves a right of getting the document cross verified from the document issuing authority.
- 6.5. Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid i.e. scope of work, specifications, delivery schedule, completion period etc.
- 6.6. Bids received after the due date and time (refer late bids clause of ITB) shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.
- 6.7. Consortium / Unincorporated Joint Venture Bids are **not acceptable**.

- 6.8. EIL reserves the right to assess Bidder's capabilities and capacity to execute the work using in-house information and past performance that also includes the performance of the Bidder in any of the contract awarded in the present Project. EIL/ Owner shall reject the Bidder's offer if the performance in the awarded contract in this project is found to be unsatisfactory.
- 6.9. In case Contract/ Purchase Order awarded for a previously tendered work has to be terminated due to Supplier's default and a separate enquiry / tender has been refloated to get the remaining/ complete work executed, such defaulting Supplier will not be considered for the refloated enquiry.
- 6.10. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will be debarred from bidding in future.
- 6.11. Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.
- 6.12. EIL reserves the right to reject any or all Bids received and to annul the Bidding Process at its discretion without assigning any reason, whatsoever.
- 6.13. Wherever the term – “Black-listing / Holiday Listing” is appearing anywhere in the RFQ/Bidding Document including formats, declaration etc, the same stands replaced by – “Black-listing/ Holiday Listing/Suspension / Banning List”.
- 6.14. Purchase preference to central Public Sector Enterprises (PSUs) or any other government guidelines as applicable from time to time shall be considered applicable.
- 6.15. Owner/EIL shall follow the prevailing Public Procurement Policy on Procurement of Goods and services from Micro and Small Enterprises (MSEs) Order 2012 as mentioned elsewhere in the Bidding Document. The details are enclosed as Appendices to ITB.
- 6.16. Owner/EIL shall follow the prevailing Public Procurement (Preference to Make in India) guidelines as mentioned elsewhere in the Bidding Document. The details are enclosed as Appendices to ITB.
- 6.17. Owner/EIL shall follow the prevailing guidelines for restriction on procurement from Bidders from countries sharing border with India as mentioned elsewhere in the Bidding Document. The details are enclosed as Appendices to ITB.
- 6.18. For detailed specifications, terms and conditions and other details, refer complete RFQ Document.

***Please specify GeM Bid ID. & RFQ No. in all correspondence.**

This limited invitation for e-bid is open only to suppliers to whom this RFQ is issued.

THIS IS NOT AN ORDER

Very truly yours,
(Jaydip Purkayastha)
GM (SCM-C&P)
Engineers India Limited

INSTRUCTIONS TO BIDDERS (ITB)

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A. GENERAL

1.0 SCOPE OF BID

- 1.1 In connection with the Request for Quotation (RFQ), Engineers India Limited (EIL) invites e-Bid(s), under single stage two bid system, for the scope of supply and services covered under the RFQ Document.
- 1.2 Throughout the Bidding Document:
- (a) The **PURCHASER** means Engineers India Limited (**EIL**), a company incorporated in India having its registered office at Engineers India Bhawan, 1, Bhikaiji Cama Place, RK Puram, New Delhi-110066 and shall include its successors and assignees.
 - (b) **CLIENT/ OWNER:** Client/ Owner means Project Owner i.e., "Mangalore Refinery and Petrochemical Limited (**MRPL**), Kuthethoor P.O., Via: Katipalla, Mangaluru- 575 030, Karnataka, India" as mentioned in RFQ.
 - (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and word written in capital or small letter or where the first letter capital have the same meaning; and
 - (d) "Day" means calendar day.
 - (e) The term 'Bid Due Date' shall mean the 'Final Bid Due Date'.
 - (f) the term "bid"/ "tender"/"offer"/ "proposal" and their derivatives ("RFQ/IFB/Bidding/Enquiry" documents, "bidder/tenderer", "Vendor/Supplier/Seller", "Bid/tender", "bidding/tendering", "Contract/Purchase Order" etc.) are synonymous, and day means calendar day. Singular also means plural and vice versa.
 - (g) **INCOTERM 2020:** INCOTERM 2020 means the terms which shall be applicable for procurement of equipment/material under the subject RFQ / Enquiry document.
 - (h) Material Requisition (MR) means the Technical Part of RFQ Document.
 - (i) E-Tendering/ e- procurement website means Government e Marketplace (GeM) Portal <https://gem.gov.in>.
- 1.3 The successful bidder / "supplier" shall complete the Scope of RFQ within the Time Period/Completion Period stated in RFQ document.

2.0 ELIGIBLE BIDDERS

- 2.1 An Eligible bidder may be a firm or a company, who, have been issued the RFQ Document on Limited Competitive Basis or a bidder meeting the BQC criteria as per Invitation for Bids (IFB)/ Notice Inviting Tender (NIT) on Open Competitive basis.
- 2.2 In case of limited competitive basis, the bidding is open only to the bidders to whom Bidding Document has been issued. (Refer BDS for type of bidding)
- In case of limited enquiries, bidder to note that this notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected suppliers/contractors to whom this enquiry is issued. Unsolicited offers are liable to be ignored. However, suppliers/contractors who desire to participate in such tenders in future may apply for enlistment with Owner/EIL as per procedure.
- 2.3 In case of open competitive basis, the bidding is open to the bidder who intends to submit the Bid, in response to IFB/NIT.
- 2.4 A bidder who is on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** of EIL/Owner on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. Further, in case of

a consortium, if any of the member(s) of consortium is on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** of EIL/ Owner on due date of submission of bid / during the process of evaluation of the bids, the offers of such consortium shall not be considered for bid opening/evaluation/Award.

If the RFQ Document is/was issued inadvertently to such Bidder/downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award.

2.5 Similarly, if a bidder is seeking qualification based on engaging a sub-contractor / sub-vendor who meets stipulated qualification criteria (in case allowed as per IFB/NIT) and such a sub-contractor / sub-vendor is on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** of EIL / MRPL on due date of submission of bid / during the process of evaluation of the bids, the offer of such bidder shall not be considered for bid opening/evaluation /award.

2.6 If a Bidder / member of the consortium (as per Clause No. 2.4 above) / proposed sub-contractor or sub-vendor (as per Clause No. 2.5 above),is placed on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** of EIL/Client after opening of price bid and such Bidder / Consortium happens to be the lowest bidder, the next lowest bidder shall be considered as L1. Further, in case L1 bidder is Suspended / debarred on GeM portal, evaluation and awarding shall be as per GeM guidelines.

2.7 Suspension / Banning in GeM portal:

GeM has a policy of banning / suspending sellers / service providers in case of incidents being raised against them. The status of such bidders is displayed against their name on GeM portal. The bidders suspended by GeM shall be considered for further evaluation and order placement provided they are not on Black-listing/Holiday Listing/ suspension/ Banning List/ Negative List of EIL/OWNER/Client and GeM doesn't disqualify such bidders on Portal and allows further processing on their platform. In case, GeM disqualify such bidders and doesn't allow further processing, they shall be rejected due to disqualification by GeM and shall not be recommended for PBO/Award.

Clause No. 2.4, 2.5 & 2.6 of ITB shall be read in conjunction with Clause No. 2.7 of ITB.

2.8 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in SPC.

2.9 **CONFLICT OF INTEREST (FOR LIMITED ENQUIRIES ONLY):**

The bidder found to have a conflict of interest shall be disqualified.

2.9.1 **Bidder's conflict of interest as Consultant of Owner:**

Consultants or any of their Affiliates will not be considered for any assignment, which by its nature may be in conflict with another assignment of the consultants.

2.9.2 **A bidder shall not be affiliated with a firm or entity:**

- i) that has provided consulting services related to the work to the Owner during the preparatory stages of the works or of the project of which the works form a part,
- or
- ii) That has been hired by the Owner as engineer/consultant for the contract.

2.9.3 **Bidder's conflict of interest with other bidders:**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Owner's interests. The bidder found to have a conflict of interest shall be disqualified.

A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if;

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of this bid; or
- d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or.
- e. In cases of agents, quoting on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one agent on his behalf; and
 2. Agent on behalf of only one principal.
- f. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

2.10 In addition to above, Bidder has to comply with the policies issued by Government including Purchase Preference policies or any other government guidelines as applicable from time to time. For details refer clause no. 38 below and for applicability refer Bid Data Sheet (BDS).

3.0 FRAUDULENT PRACTICES

Fraudulent Practices clause as per Special Purchase Conditions (SPC) shall be applicable.

B. CONTENTS OF BIDDING DOCUMENT

4.0 BIDDING DOCUMENT

- 4.1 The RFQ document consisting of Commercial & Technical Section has been hosted on e-procurement website (i.e. GeM Portal <https://gem.gov.in>). However, a link shall be provided in EIL website <http://tenders.eil.co.in>.
- 4.2 The Bidding Document shall in general consist of the following and should be read in conjunction with any amendment issued in accordance with Clause No. 7.0 of ITB.
 - i. Request for Quotation (RFQ) / Invitation For Bids (IFB)
 - ii. Bid Data Sheet (BDS)
 - iii. Instructions to Bidders and its Appendices
 - iv. Bidding Forms
 - v. Special Purchase Conditions (SPC) and its Annexure
 - vi. General Purchase Conditions (GPC)
 - vii. Format for Performance Bank Guarantee and Bank Guarantee for Advance
 - viii. Packing, Marking, Shipping and Documentation Specification

- ix. Additional Documents Mentioned in RFQ
 - x. Price Schedule
 - xi. Material Requisition (MR)
- 4.3 Although all the details presented in this Bidding Document have been compiled with reasonable care, the bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document and it includes all the documents as per Table of Contents. In case of any ambiguity or incompleteness, the bidder must bring it to the attention of EIL immediately and prior to submission of Bid.
- 4.4 The bidder is expected to examine the RFQ document downloaded from the e-Procurement Portal, bidding guidelines receipt from EIL or available on EIL website, all instructions, formats, terms, specifications and drawings etc., enclosed in the RFQ documents. The invitation for bid (bidding) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder in co-ordination to each other. Failure to furnish all information required by the RFQ documents or submission of a bid not substantially responsive to the RFQ documents in every respect will be at bidder's risk and may result in the rejection of the Bid.
- 4.5 RFQ document once issued in case of limited competitive bidding is non-transferable. However, in case of Open Competitive Bidding, since the RFQ Document is available for free downloading on the portal, any bidder may submit the Bid and the same shall be evaluated in line with the provisions of the Bidding Document.
- 4.6 **Order of precedence**
- The documents forming the Purchase Order (i.e. GeM Contracts and its Addendums) are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the Term & Conditions defined in the various documents, the order of Precedence shall be as follows:
- i. Purchase Order and its enclosures along with Purchase Requisition
 - ii. Amendment to Bidding Document, if any
 - iii. Bid Data Sheet
 - iv. Job Specifications
 - v. Drawings
 - vi. Technical specifications
 - vii. Special Purchase Conditions (SPC)
 - viii. General Purchase Conditions (GPC) & Packing, Marking, Shipping and Documentation Specification
 - ix. Request for Quotation (RFQ) / Invitation For Bids (IFB)
 - x. Instructions to Bidders (ITB)
 - xi. Other Documents

A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and it's Annexures.

5.0 SITE VISIT

- 5.1 For Scope involving Site Work, bidder, if required, may visit and examine the Project Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid.
- 5.2 Bidder is advised to visit and examine the site (at his own cost), its surroundings and familiarise themselves of the existing facilities & environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections

due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation. Bidder shall provide at least two days in advance the details of their representatives along with details of laptop, mobile or any other electronic device or any equipment if any, being carried so as to make arrangement for gate passes. Owner's decision on this regard shall be final and binding upon the bidder.

5.3 Bidder and any of its personnel will be granted permission by EIL/Client to enter upon its premises and lands/ Project Site for the purpose of such visit, but only upon the express condition that the bidder and its personnel will relieve and indemnify EIL/Client and its personnel from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

5.4 For site visit, Bidder may contact the persons in EIL/MRPL as per details provided in Bid Data Sheet (BDS).

6.0 CLARIFICATION OF BIDDING DOCUMENT & PRE-BID MEETING

6.1 The enquiry is issued on "**Zero Deviation Bidding**" basis wherein no post bid correspondence of any nature may be entertained. Bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by their competent personnel. This will help bidder not only to cut short of the evaluation time leading to requirement of shorter bid validity but also enable them to submit their best prices based on the clear techno-commercial scope.

6.2 Bidder's to upload their queries in e-tendering/eprocurement portal strictly within cut-off date specified therein after which EIL shall reserve the right not to entertain any queries. Further, any query received outside of the e-procurement portal may not be entertained.

6.3 Pre-bid meeting shall be attended by competent representative(s) of the bidder.

6.4 Replies to the pre-bid queries will be uploaded in e-procurement portal. After pre-bid meeting, no further queries will be entertained from the bidders. The response of pre bid queries shall not form part of the Bidding Document unless issued as an Addendum/ Amendment.

6.5 The bidders may carry their qualification documents in case they desire them to be reviewed by EIL officials during the pre-bid meeting.

6.6 **Any modification to the RFQ document, which may become necessary as a result of the pre-bid queries / pre bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment.** Record notes of pre-bid meeting/reply to pre-bid queries shall not be considered as part of RFQ.

7.0 AMENDMENT OF BIDDING DOCUMENT

7.1 At any time prior to the deadline for submission of bids, EIL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Amendment/ Addendum.

7.2 All Amendments, Clarifications (if any) etc. will be uploaded in e-procurement portal Generally, intimation of uploading of documents in website is sent to the bidders (all bidders in case of Limited bidding and to bidders who have submitted acknowledgement on tender portal in case of NIT) in their email id. It is the responsibility of the bidder to regularly check the website and provide current and authenticated email id. Any amendment thus issued shall become part of Bidding Document. Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance. Any revision, clarification, addendum, corrigendum, time extension, etc. will be hosted on these websites only. Bidders are requested to visit the websites regularly to keep themselves updated. Bidders have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued/ web hosted, before submitting the bid.

7.3 To give bidders reasonable time in which to take an addendum into account in preparing their bids, EIL may extend the deadline for the submission of bids, pursuant to Clause No. **24.3** of ITB.

7.4 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

8.0 ACKNOWLEDGEMENT & CONFIRMATION

8.1 Within 10 days of downloading of Bidding Document, bidder shall acknowledge and confirm his intention to bid for the requested item/work on EIL website <http://tenders.eil.co.in>.

8.2 In case of limited competitive bidding, Bidders should respond to this enquiry either by submitting their bids or by explaining the reason for non-submission of the offer. In case there is no response either way continuously, the bidder shall be liable for suitable action including review of their enlistment with EIL for that particular item.

C. PREPARATION OF BIDS

9.0 COST OF BIDDING

9.1 Bidder shall bear all direct and indirect costs associated with the preparation and submission of its Bid (including clarification meetings, and site visit, if any), and EIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10.0 LANGUAGE OF BID

10.1 The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner/Consultant shall be in English Language only. In case, any printed literature furnished by bidder written in another language so long as accompanied by an English translation, in which case, for the purpose of evaluation and interpretation of the bid, the English translation shall govern.

10.2 In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same shall be submitted duly authenticated by either of the following:

- a) Local chamber of commerce
- b) Indian embassy in bidder's country
- c) Bidder's Embassy in India
- d) Any recognized/ authorized translator in India

11.0 DOCUMENTS COMPRISING THE BID

No Physical Bids / Offers shall be permitted (other than the documents which are specifically mentioned to be submitted in physical form for which scanned copy already uploaded along with the bid). The offers/bids submitted online through e-procurement portal as mentioned in clause 1.2 (i) above along with the respective originals as specified under **clause no. 11.3** shall only be considered as bid for evaluation and ordering. Bidders are required to upload the Bid/offer along with all supporting documents including Priced bid on the **E-Tendering website only**. Electronic Bids (e-bid) shall be submitted on GeM Portal as per available functionalities.

Bidders to upload the unpriced bid (comprising of bid security, technical bid, other documents, etc.) and priced bid (offer prices) strictly at designated place on GeM Portal Offer prices shall not be mentioned at any place other than the designated field(s) provided on GeM Portal.

11.1 TECHNO-COMMERCIAL/ UNPRICED BID (through GeM Portal)

- a. List of Document required in the UNPRICED BID is as per BDS.

Bidder shall upload above documents at designated field(s) available on GeM portal.

11.2 Priced Bid (through e-tender portal)

Bidder shall fill-in the prices at designated field(s) available on GeM Portal

Note:

1. Prices for Two Years O&M spares, Overtime rates for Supervision Services, any-other optional rates/charges sought separately as per instructions provided in 'Preamble to Submission of Prices on GeM Portal' in .pdf format shall be uploaded in "**FINANCE**" folder in e-tendering portal.
2. Deviation to terms & conditions, presumptions etc. shall not be stipulated in "**FINANCE**" folder in e-tendering portal. In case of any conditions stipulated in price bid, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).

11.3 EMD/Bid Security (to be submitted in original and scanned copy is required to be uploaded on e-tendering portal)[only in case of open competitive bidding (NIT / IFB)]

11.3.1 In case of open competitive bidding, the following documents shall be submitted in ORIGINAL within the Bid due date and time of e-bid submission in the E-procurement portal & in a sealed envelope, with proper index and covering letter in bidder's letter head. The envelope shall be titled "EMD (IN ORIGINAL)" with the Name of the Work, Bidding Document No., Name of the Project etc. along with the Bidder's name and address with contact no., email Id etc. and shall be submitted to the address as mentioned below:

- i) Original Earnest Money Deposit/ Bid Security or exemption certificate in accordance with Clause No. 16.0 of ITB.
- ii) In case of limited competitive bidding, bid security shall not be applicable.

Bidder shall be required to submit the copy of the bid security (or authenticated exemption certificate, wherever applicable) within the final extended bid due date and time on the e-tendering portal. In case of bid security in the form of BG/DD/BC/MC, bidders shall also be required to submit the original BG/DD/BC/MC to EIL, before the final bid due date and time. If the Bidder fails to submit Bid Security (BG/DD/BC/MC) physically in original within the above cut-off date, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of Bid Security was earlier uploaded by the bidder on the e-tendering portal.

11.3.2 The address for submission of original documents: **Refer Bid Data Sheet (BDS)**

11.3.3 Each envelope shall indicate name and complete address of the bidder with contact details to enable the bid to be returned unopened, if required.

11.3.4 If the envelope is not sealed and marked as above, the Owner / EIL will assume no responsibility for the misplacement or premature opening of the bid.

Document submitted in physical form shall be the exact copy of the documents uploaded on e-procurement portal.

12.0 INTEGRITY PACT

12.1 Bidder shall submit, the scanned copy of the Integrity Pact duly signed and stamped in token of compliance in Part-I of the Bid (**enclosed with RFQ/IFB**), wherever required as per Bid Data Sheet. The bidder shall be required to furnish an undertaking (**Form-D** of Bidding Forms) confirming that he is not involved in any case of transgression in terms of integrity pact. **Non-submission of "Integrity Pact" including "Undertaking w.r.t. Section-5 of Integrity Pact" in**

the bid shall be a ground of disqualification. However, in case of non-submission of Integrity Pact including Undertaking in the bid, an opportunity shall be given in the CQ to submit the Integrity Pact including Undertaking, provided bidder has declared Integrity Pact submission confirmation in their bid. Hence, only those bidders shall be given opportunity to submit Integrity Pact who have confirmed to submit the same in their original bid. Copy of the Integrity Pact is provided in Bidding Forms. Further, if the Integrity Pact submitted in the bid is carrying certain shortcomings / deviations, the bidder shall be asked to clarify or make simple corrections through CQs.

- 12.2 The detail of Independent External Monitors (IEMs), appointed by EIL, in terms of Integrity Pact (IP) are mentioned in BDS.
- 12.3 No deviations / modifications in IP shall be acceptable. Bidder shall submit the same format of signed integrity pact (as provided in the bidding document duly signed by the buyer), duly filled-in, signed & stamped by the authorised signatory of bidder.
- 12.4 Integrity Pact shall be signed by the authorised signatory of the bid subject to following:
- In case of Proprietorship firm IP may be signed by the Proprietor
 - In case of Partnership firm, IP shall be signed by at least two authorized Partners of the firm unless otherwise specified in the IP format.
 - In case of consortium bids, IP shall be submitted by all consortium members.
 - In case of sub-contracting by the contractor, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. In view of this, wherever contractor proposes any sub-contractor in the Bid, it shall be ensured that such sub-contractor also sign the Integrity Pact and submit the same in the Bid. However, the affidavit of transgression shall be submitted by principal contractor only including the confirmation of transgression status of sub-contractors.

13.0 MULTIPLE/ALTERNATIVE BIDS

- 13.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-contractor) failing which following actions shall be initiated:
- All bids submitted by such bidder (say 'A') as a single bidder or as a consortium, shall stand rejected and EMD, if any, in case of all such bids submitted by bidder 'A' shall be forfeited.
 - If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids.

Note: However, in case EIL has proposed a list of sub-contractors/ sub-vendors in the enquiry document itself which shall be common for all the Bidders, the provisions at Clause No. 1.1ii) above shall not be applicable. It is further clarified that:

- A sub-contractor / sub-vendors can be common to more than one Bidder, provided the sub-contractor / sub-vendors themselves are neither a Bidder nor a consortium member.
- Where an Enquiry has multiple Parts, the above condition shall be applicable individually for each Part, as if it is a separate Enquiry.

14.0 BID PRICES AND DISCOUNTS

- 14.1 Prices shall be furnished strictly in the appropriate field(s) available on GeM Portal. Bidder shall not quote any discount separately for any item or on overall price. Conditional discounts, if offered by a bidder, shall not be considered for evaluation.
- 14.2 If the bidder has quoted prices in typed/excel sheets, .pdf format (other than prices/rates sought separately as per 'Preamble to Submission of Prices on GeM Portal') then same shall not be considered for evaluation purpose.
- 14.3 Rates/ prices quoted by the bidder shall remain **FIRM, FIXED AND VALID** till the completion of the scope of supply/Works (as applicable) and will not be subject to variation on any account except as otherwise specifically provided in the Bidding Documents.
- 14.4 The bidder shall quote the prices after careful analysis of cost involved for the performance of complete work considering all parts of the RFQ documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GPC, SPC or any other part of RFQ Document, the prices quoted shall be deemed to be inclusive of full and final cost incurred for such activity(ies).
- 14.5 It shall be the responsibility of the Bidder to duly enquire of their own and comply with all applicable laws, rules, regulations, orders and formalities applicable to Goods and Services Tax (GST), Custom Duty etc. on the manufacture, sale and/or supply of any material / services to Owner / EIL. It is clearly understood that Owner/ EIL will not have any additional liability towards payment of applicable Taxes & Duties as a result of Bidder's wrong assessment / interpretation of applicable taxes & duties.
- 14.6 **Price basis w.r.t inclusion/exclusion of taxes and duties**
Refer Clause No. 8.0 of SPC (Special Purchase Conditions).
- 14.7 All duties, taxes, and other levies payable shall be as per Special Purchase Conditions (SPC).
- 14.8 It shall be the responsibility of the Bidder to duly enquire on their own and comply with all applicable laws, rules, regulations, orders and formalities applicable to Goods and Services Tax (GST), Customs Duty etc. on the manufacture, sale and/or supply of any material / services to Owner / EIL.
- 14.9 **The Bidder shall keep the Owner / EIL indemnified from and against any and all claims, demands, prosecutions, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.**
- 14.10 Foreign Exchange rate variation shall not be provided.

15.0 CURRENCIES OF BID AND PAYMENT

- 15.1 Currency of bid and Payment shall be as specified in Special Purchase Conditions/ Price Schedule.

16.0 BID SECURITY [APPLICABLE IN CASE OF OPEN COMPETITIVE BIDDING (NIT/IFB)]

- 16.1 Details of EMD / Bid Security are specified in the NIT/ IFB. Bidder is required to submit the bid security / EMD accordingly.
- 16.2 The bid security shall be forfeited if a bidder:
- Withdraws its bid during the period of bid validity, or any extension thereto provided by the bidder

- b) Submits multiple bids/alternative bids in accordance with relevant provision of Instruction to Bidder (ITB).
- c) does any breach of bidding terms and conditions; or
- d) on his own modifies his bid during the period of bid validity; or
- e) In the case of a successful bidder, if the bidder fails or refuses:
 - i. to accept the Purchase Order.
 - ii. to furnish a Contract performance Bank Guarantee.
 - iii. to accept arithmetical corrections of its bid, as per the terms of the Bidding Document.
- f) If the Information/ documents forming basis of evaluation submitted by the bidder in the bid is found to be false/ forged in accordance with relevant provisions provided in Bidding Document.
- g) Any other reason if specified elsewhere in RFQ Document.

In case, any of the above events happens, the bidder shall be given a notice of 7 days to take corrective action & and in case corrective action is not taken, the bid security shall be encashed without any further notice. However, in case of submission of multiple/alternative bids and false/forged documents only a notice regarding forfeiture of EMD shall be served to bidder(s).

16.3 EMD / Bid securities shall be returned as follows:

- a) To bidders whose bids received late or of those unpriced bids which have not been opened/whose price bids are not opened, shall be returned after publishing the result of unpriced bid evaluation.
- b) To unsuccessful bidders, i.e., whose priced bid has been opened, will be returned upon placement of order/ award.
- c) To successful bidders, the same will be returned after the order / contract is effective and Contract Performance Bank Guarantee/ Security Deposit is submitted.
- d) In case EIL / Owner decides to cancel / annul the Enquiry / bidding document at any stage during the bidding process but before the award of works / items (as applicable), EMD of the bidders shall be returned at the earliest from the date of such decision.

16.4 Owner/ EIL shall not pay any interest on Bid Security furnished. Further, in case Bid security submitted is found to be fake, bid of such bidder shall be rejected and may initiate action as deemed necessary as per EIL Policy.

17.0 CERTIFICATION OF DOCUMENTS / SPECIAL DOCUMENTATION REQUIREMENT

17.1 DOCUMENTS ESTABLISHING QUALIFICATION OF THE BIDDER [APPLICABLE IN CASE OF OPEN COMPETITIVE BIDDING (NIT/IFB)]

- a) Details regarding certification of documents are specified in the NIT/ IFB. Bidder is required to submit the certified qualification documents accordingly.
- b) In case the PTR/Financial/ MSE documents (submitted in this enquiry/tender) have already been submitted duly authenticated and accepted in some other enquiry/ tender of EIL, the same may also be considered for this present enquiry/tender. However, in such a case, bidder shall indicate in their bid that authentication of PTR/Financial/MSE documents submitted in this bid has already been submitted to EIL as per **Appendix-XI to ITB**.

17.2 In addition to authentication of BQC document EIL shall verify the credentials of bidder/ vendor/sub-contractor. The document(s) submitted by the bidder towards meeting the Bidder Qualification Criteria (BQC) as per NIT/IFB shall be subject to verification as per mechanism detailed below:

- i. After the Techno-commercial evaluation is complete, documents submitted by the bidder for meeting the BQC shall be verified from the document issuing authority. This exercise shall be carried for the documents used by EIL for qualification of the bidder.
- ii. Verification of documents shall be carried out through e-mail/letter or visit by EIL Officials. Bidder shall provide complete assistance towards the same. It shall also be the responsibility of the bidder to assist EIL in carrying out this exercise.

Accordingly, bidder shall ensure that they submit only those executed & completed works (PO/Contracts) meeting the qualification criteria for which they can arrange such verification from respective Clients.
- iii. Payment shall not be released till verification is complete.
- iv. Failure of cross verification shall entitle EIL to reject the bid or terminate the Purchase Order/Contract, if issued.
- v. Verification shall be undertaken as per the common prudence /common sense of day to day working and despite all the above checks, if fraud of forensic nature takes place, same shall be treated under different category.
- vi. In case, the BQC documents have already been verified by EIL for any other enquiry/tender, the same may also be considered verified on the strength of previous verification and acceptance by EIL. However, in such case, bidder shall indicate in **Appendix-XI to ITB** that BQC/PTR documents submitted in this bid has already been verified by bidder's client.
- vii. In case bidder's supporting documents are not in English language and, bidder also submits duly certified translated documents, verification from document issuing authority shall be carried out only for the original documents issued by the client.

18.0 PERIOD OF VALIDITY OF BIDS

- 18.1 Bids shall remain valid for the period specified in the GeM Bid/BDS after the bid submission deadline date prescribed by EIL in accordance with ITB. A bid with shorter validity period shall be rejected by EIL as non-responsive. Bidders shall not be entitled during the above period, without the consent of EIL in writing, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of EIL in writing, EIL shall forfeit Bid security, submitted along with the bid and shall reject their bids. Such Bidder may also be put on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List**.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, EIL may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A bidder granting the request shall not be permitted to modify its bid.

A bidder may refuse the request after which their offer will not be considered for further evaluation. Bid security shall not be forfeited in case a bidder refuses validity extension.

19.0 SPECIAL INSTRUCTIONS TO FOREIGN BIDDERS – Not Applicable

20.0 POWER OF ATTORNEY

- 20.1 Bids shall be signed by the authorized signatory of the bidder.
- 20.2 In all press enquiries, bidder shall submit a Power of Attorney in the name of such authorized signatory(ies). Requirements for submitting the POA shall be as follows:
- i) Company: Bidder shall submit a specific Power of Attorney for the tender in the name of authorized person.

Alternatively, in case Bid signatory has General Power of Attorney or has the power as per their Board resolution, the same shall be submitted duly certified by Notary Public or CEO/CFO/Company Secretary (CS)/Member of Board of Directors.

In case, Bid is signed by CEO/CFO/CS/any member of board of Directors, no separate POA is required, provided the documentary evidence of their being CEO/CFO/CS/any member of board of Directors is reflected in the MOA/AOA/Financial Statements, else submitted separately in the Bid.

ii) Partnership Firm: In such case,

- Bid can be signed by all the partners of the Firm and in such case no separate POA is required. OR
- Bid can be signed by any of the Partner(s) holding Power of Attorney as specified in the Partnership deed, OR
- Bid can be signed by an authorized person and shall submit a specific POA for the tenderduly signed by all the Partners.

Bidder shall submit the copy of Partnership Deed.

iii) Limited Liability Partnership (LLP) Entity: Bid shall be signed by the person holding Power of Attorney as per the registered LLP Agreement for the Firm, OR, has the power as per their Board resolution, OR, a specific POA for the tender duly signed by all the LLP Partners.

Bidder shall submit (i) a copy of LLP Agreement, and (ii) a copy of Certificate of Incorporation.

iv) Proprietorship: Proprietor shall sign the Bid.

Bidder shall also submit a copy of (i) PAN card and (ii) Bank Mandate Form, duly certified by the Bidder's Banker.

v) Unincorporated Joint Venture/Consortium: Both members of the consortium shall authorize the Lead Member of the consortium with the authority to bind the consortium, through a Power of Attorney given jointly by all the members to the Lead Member.

Leader as well as Member(s) of the Consortium/JV shall also submit a separate POA from their respective Company/ Firm in the name of the signatory signing the Consortium/JV Agreement. Depending on the formation/ registration/ constitution (Company/ Firm, etc.) of the Leader/Member of the Consortium/JV, POA shall be submitted in a manner, as applicable, as per the above clauses.

20.3 For Indian Bidder, POA shall be on non-judicial stamp paper of minimum value of INR 100/-and duly Notarized by a Notary Public in India.

20.4 Specific POA issued for the tender shall confirm that the authorized signatory have been authorized to do in the name and on behalf of the Company/Firm all or any of the acts, deeds or things necessary in connection with or incidental to the Bid submitted by the bidder for the subject Enquiry Document, including but not limited to the signing and submission of bid, participating in the meetings, responding to queries, submission of information /documents and generally to represent us in all the dealings with EIL or any person, in connection with the works, without any prejudice, limitations and exceptions till the completion of the bidding process.

21.0 DIGITAL SIGNATORY

In case of e-tendering, login and submission of bids by the bidder on the e-tendering portal is through requisite & valid digital signature certificate.

e-Bid Signatory who is using his digital signature for uploading / signing the e-bid, shall also carry the Power of Attorney.

All documents as submitted in the e-Procurement Portal using digital signature at any time during the Bidding process shall be deemed considered signed by the POA holder only, irrespective of POA holder's signature on all pages or not.

22.0 FORMAT AND SIGNING OF BID

- 22.1 The e-bid shall be uploaded duly digitally signed (e-signed) using the digital signature of a person duly authorized to sign on behalf of the bidder. The digital signature used for signing the bid shall be issued in the name of such authorized person and the certificate details, available from the signed documents, should indicate the details of the signatories.
- 22.2 Bids shall be submitted by the bidder through e-tendering portal using their digital signature. However, in case foreign bidder does not have digital signature issued by an Indian certifying authority, he can authorise his representative to use the representative's digital signature to upload the bid on behalf of foreign bidder. In such a case, the authorisation letter shall be submitted along with the bid.
- 22.3 Bidder shall be required to upload the digitally signed copies of documents for meeting BQC, Power of Attorney and other authenticated documents (like proof of being MSEs for availing preference under Public Procurement Policy-2012) on the e-tendering portal only. In that case, bidder shall not be required to submit the original authenticated documents in physical form to EIL.
- 22.4 In case of a JV/Consortium bid (If permitted in the bidding document), the Bid shall be digitally signed (e-signed) using the digital signature of a authorized representative of the JV /Consortium, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Offer shall be checked for submission of authenticated document as per the requirement as per of bidding document. In case of e-tendering, bidders shall be required to upload the digitally signed authenticated copies of documents for meeting BQC on the e-tendering portal only.
- 22.6 Bidders to upload the Un-price and Price part of their e-bids strictly in the Un-price & Priced folders respectively at the designated place in the e-tendering portal. Non-Compliance to the same may lead to rejection of their Bids.

23.0 SEALING AND MARKING OF BIDS [APPLICABLE IN CASE OF OPEN COMPETITIVE BIDDING (NIT/IFB)]

- 23.1 The bidder shall submit the, original Bid Security as per the requirement of clause no. **11.3 & 16.0** of ITB, in separately sealed envelopes, duly marking the envelopes as per following:

Bid Security (Originals)

Name of Item/Work: _____

Bidding Document No.: _____

Due date & Time of Submission: _____

From: [Name & Address of Bidder including contact details] _____

- 23.2 The envelope shall bear the name and address of the bidder and bear a warning "Do not open before the time and date of bid opening".
- 23.3 If envelopes are not sealed and marked as required, EIL will assume no responsibility for the misplacement or premature opening of this envelope.

D. SUBMISSION AND OPENING OF BIDS

24.0 DEADLINE FOR SUBMISSION OF BIDS

24.1 Bidders shall submit their bids electronically in the e-tendering portal, within the date and time **specified in the RFQ Covering Letter** or any extension thereof. Bidders submitting bids electronically shall follow the electronic bid submission procedures of GeM Portal.

No Physical bid shall be permitted other than submission of the documents categorically asked for in hard copies as part of e-bids submitted online through the e-tendering Portal. The bids submitted online through GeM Portal (<https://gem.gov.in>) shall only be considered for evaluation and ordering. The e-bid must be complete in all respects, leaving no scope for ambiguity. Bidder shall be fully responsible for the bid submitted in e-tendering portal and no relief or consideration can be given for errors and omissions.

24.2 Original Bid Security must be received by EIL at the address specified in IFB/ Bid Data Sheet within the date and time for submission as **specified in the IFB** or any extension thereof.

24.3 EIL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Clause No.7.0 of ITB, in which case all rights and obligations of EIL and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24.4 Bidder should avoid the last hour rush to the website wherein bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason shall not be entertained.

25.0 LATE BIDS

25.1 E-tendering system shall close immediately after the deadline for submission of bid. Any bids being submitted in physical form (**other than Bid Security or documents specifically sought in physical form**) shall not be considered for opening / evaluation / award and will be returned to such bidders.

25.2 ***In the event the Bid Security in original, in accordance with Clause No.24.2 of ITB & IFB, are not submitted within the deadline as per IFB, the bids shall be declared late and shall not be considered for opening/evaluation/award, notwithstanding the fact that the bid has been submitted in electronic form within the deadline.*** However, in case of exemption from submitting Bid Security under MSE/CPSE/Startup, then bidder shall submit the documentary evidence of the same.

25.3 Unsolicited bids or bids being submitted to place/website other than one specifically stipulated in the RFQ documents shall not be considered for opening/ evaluation / award.

26.0 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

26.1 The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date and time for submission of Bid following the electronic bid submission procedures of GeM.

26.2 No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof. Withdrawal of a bid during this interval shall result in the forfeiture of bidder's EMD/Bid security.

26.3 In case bidder fail to accept the order or withdraw the bid after bid opening, punitive action shall be taken against them as per the EIL Policy.

27.0 BID OPENING

27.1 The un-priced Bids shall be opened online through e-tender portal, at the specified date and time given in the RFQ/ IFB document or on the extended due date, as applicable. Bidders can view the stages of evaluation on GeM Portal.

- 27.2 The order of opening of bids shall be as follows;
- (i) On scheduled date and time of Technical (UNPRICED) bid opening, Opening of **documents, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.**
 - (ii) Financial (Price) bid of only those bidders whose bids is determined to be technically and commercially acceptable by EIL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date and time of price bid opening and shall not be called for physical participation during bid opening.

NOTE: Online opening as above, will be deemed as opened in public and there will be no separate public opening. Hence, bidders will not be called during opening of the bids.

- 27.3 If a supplier / an agency is placed on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** of EIL or Client after issue of enquiry but before unpriced bid opening, their bid will not be opened. If a supplier / an agency is placed on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** of EIL/Client after opening of unpriced bids but before opening of priced bids, further evaluation shall be stopped and the corresponding priced bid will not be opened.

If a supplier/ an agency is placed on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** of EIL or Client after opening of priced bids and such a supplier/ agency happens to be the lowest bidder, the next lowest bidder shall be considered as L1 for the items/ parts for which the bidder is lowest. Further, in case L1 bidder is Suspended / debarred on GeM portal, evaluation and awarding shall be as per GeM guidelines.

Also, bidder shall submit the declaration that they are not on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List** of or black listed by any Central Government Department/ Central Public Sector on due date of submission of bid. However, this shall be for information only and shall not be rejection criteria. In case, this information is not provided or provided falsely, the bid shall be rejected.

Also, refer provisions of Clause No. 2.7 of ITB regarding Suspension/Banning in GeM portal.

E. EVALUATION AND COMPARISON OF BIDS

28.0 CONFIDENTIALITY

- 28.1 A bidder may seek clarification regarding the Bidding Document provisions, bidding process and / or rejection of his bid. EIL shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of award shall not be disclosed to any other persons not officially concerned with the bidding process.
- 28.2 Any attempt by a bidder to influence EIL in the evaluation of the bids or award decisions shall render their Bid liable for rejection.
- 28.3 Notwithstanding Clause No.28.2 of ITB, from the time of bid opening to the time of placement of Order, if a bidder wishes to contact EIL on any matter related to the bidding process, it shall done so in writing only.

29.0 ZERO DEVIATION

- 29.1 Bidders to note that enquiry is issued on Zero deviation basis. Bids shall be submitted as "**Zero deviation Basis**". Accordingly offer is to be submitted in complete compliance to Terms & Conditions of Bidding Document without any deviation. Offer with deviation may be liable for rejection without any further correspondence.

In view of this Bidder shall ensure submission of complete bid without any deviation as per requirement of Bidding Document in first instance itself.

30.0 DETERMINATION OF RESPONSIVENESS

- 30.1 EIL's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in Clause 11.0 of ITB.
- 30.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without deviation.
- 30.3 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below :-
- a) 'Deviation' is departure from the requirement specified in the Tender Documents.
 - b) 'Reservation' is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Bidding Document.
 - c) 'Omission' is the failure to submit part or all of the information or documentation required in the Tender Document.
 - d) A material deviation, reservation or omission is one that, If accepted would,
 - i) Affect in any substantial way the scope, quality or performance of the job as specified in the Tender Document.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Owner/EIL's rights or the Bidder's obligation under the proposed Contract.
 - iii) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.4 The Owner/EIL shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 30.5 **Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit self-Declaration Form-A in this regard on bidder's letterhead.**
- 30.6 **In case Bidder(s) affirms that present litigations/arbitrations have impact on their obligations to perform the Contract or doesn't provide the affirmations as above, their bids shall be rejected. Bidder shall submit self-Declaration Form-A in this regard on bidder's letterhead.**
- 30.7 Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of e-Bid. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered acceptable and no Amendment is issued incorporating such changes, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations unconditionally in favour of stipulations of the RFQ document without any price implication, failing which such Bid(s) shall be considered as non-responsive and liable for rejection.

31.0 CLARIFICATION OF BIDS

- 31.1 Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information, which may result in rejection of Bid. However, EIL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall

not be related to any aspect of the price of the Bid. EIL's request for clarification and the response shall be in writing.

- 31.2 No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by EIL in writing.
- 31.3 If a bidder does not provide clarifications of its bid by the date and time set in EIL's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.

32.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

- 32.1 Prior to price opening of bids, EIL will determine whether each bid is accompanied with requisite documents;
- Fulfils the technical, financial and other requirements as specified in the Bidding Document;
 - Bid's responsiveness in accordance with Clause No. 30.0 of ITB and clarifications thereafter, if any;
 - Any other relevant factor, if any that EIL deemed necessary or prudent to be taken into consideration.
 - Authentication of qualification documents (open competitive bidding)
 - EMD / Bid Security as per the requirement specified in clause no. 16.0 of ITB (open competitive bidding)
- 32.2 EIL reserves the right to use in-house information for assessment of capability of bidder and their performance on jobs completed/ in progress for evaluation purpose.
- 32.3 Bidders who are enlisted with EIL are required to quote as per their capabilities registered with EIL (applicable in case of limited enquiries)
- 32.4 In case, any unsolicited reduction in price offered by a bidder within the bid validity by way of discount or revised prices, subsequent to the bid due date provisions of Clause no. 36.3 shall apply.
- 32.5 In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, provisions of Clause no. 36.4 shall apply.
- 32.6 In view of the enquiries being issued on zero deviation basis, Technical or commercial queries shall not be raised. However, EIL reserves the right to raise queries in exception situations. CQ/ TQs, if any, shall be issued through E-tendering portal and Bidder shall submit their replies through E-tendering portal only. Accordingly, CQ/ TQ replies through any other mode (e-mail, physical form) shall not be accepted. Offers shall be evaluated based on the information available up to cut-off date for CQ/ TQ replies. Bidder shall not submit any Price against TQ/ CQ raised unless specifically sought in writing.
- 32.7 In view of zero deviation bidding, in case of MRs (group/ basket/ block/ itemwise) / Lumpsum Enquiry, during unpriced evaluation if a bidder has not quoted any part/component/ freight etc, the bid of such a bidder for the corresponding group/ basket/ block/ item (or the entire MR/ lumpsum Enquiry, in case there is only one group/ block) shall stand rejected. However, EIL reserve the right to ask the bidder to absorb the same (except in case of an item not being quoted in an itemwise MR). Non-compliance shall result in rejection of corresponding item/group/block.

It is clarified here that for grouped/ basket/ block, if any item not quoted, the offer shall be rejected for that group/ basket/ block without any CQ/ TQ.

In case, the above is discovered post priced bid opening, such bidder's bid shall not be considered for evaluation for the corresponding group/ block or entire MR/ tender, if there is only one single group/ block. In such an event, the lowest bidder shall be determined out of the remaining bidders.

33.0 OPENING OF FINANCIAL(PRICE) BID

33.1 Priced Bid of only those bidders whose bids is determined to be technically and commercially acceptable by EIL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.

33.2 Bidders who qualify pursuant to unpriced bid evaluation shall be notified through e-mail the time and date for online price bid opening in e-procurement portal

33.3 The Price Bids of those Bidders who were not found to be Techno-commercially acceptable shall not be opened in e-tendering.

34.0 CORRECTION OF ARITHMETICAL ERRORS

NOT APPLICABLE

35.0 CONVERSION TO SINGLE CURRENCY

NOT APPLICABLE

36.0 EVALUATION AND COMPARISON OF PRICE BIDS

36.1 EIL shall compare the price bids based on the evaluation methodology and loading criteria, if any, provided in SPC to determine the lowest evaluated bid.

36.2 Conditional discount, if offered, shall not be considered for evaluation.

36.3 Any unsolicited reduction in price offered by a bidder within the bid validity by way of discount or revised prices, subsequent to the bid due date, shall not be taken into account for comparison. However, such reduction in price shall be taken into account for ordering if such bidder happens to be recommended as per the originally quoted prices.

In view of above, bidders shall be required to regularise such reduction in prices on GeM Portal prior to placement of order.

In case, such unsolicited reduction is submitted by bidder in their offer or against CQ/TQ response and the bidder does not agree to such regularisation through GeM Portal [discounted price], their bid shall be rejected. Further, if such reduction is submitted by bidder subsequent to price bid opening or in documents submitted by bidder in the Finance Folder of GeM Portal and the bidder does not agree to such regularisation on GeM Portal then the bid of shall be rejected and EMD, if submitted, by the Bidder, shall also be forfeited and appropriate action will be taken against the bidder as per company guidelines.

36.4 In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase. In case, price increase is sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase and the enquiry shall be re-floated.

Wherever, decision is taken to reject a bid, EMD, if submitted, by the Bidder, shall also be forfeited and appropriate action will be taken against the bidder as per company guidelines.

36.5 Any implication on account of wrong quotation of taxes and duties shall be to Bidder's account. However, the payment towards such taxes and duties quoted by the bidder shall be restricted to lower of taxes and duties quoted by the bidder or the documentary evidence provided by the bidder.

36.6 If a bidder submits prices in un-priced part of bid, such prices shall not be considered. The prices as submitted in the price part only shall be considered for evaluation and ordering, if any. If prices are not found in the price part and even if mentioned elsewhere, the bid shall be rejected. Wherever e-procurement is followed, prices uploaded at the designated priced folder of the e-tendering website shall only be considered.

36.7 **SHIFTING OF ORDER**

NOT APPLICABLE

36.8 Preference to MSEs, if applicable as per BDS, shall be carried out to distribute the item / quantity as per clause no. **38.0** below.

36.9 Public Procurement (Preference to Make in India) (PPP-MII), if applicable as per BDS, shall be carried out to distribute the item / quantity as per clause no. **38.0** below.

36.10 **REVERSE AUCTION - NOT APPLICABLE**

36.11 **TIE AMONG LOWEST EVALUATED PRICES**

In case, two or more acceptable bidders are found to have quoted identical lowest bid price for item(s), evaluation and award shall be as per functionality available on GeM portal.

37.0 **EIL'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS**

37.1 The EIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the order without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders on the ground of such action by EIL.

38.0 **POLICIES ISSUED BY GOVERNMENT INCLUDING PURCHASE PREFERENCE POLICIES**

38.1 **Preference to Central PSUs**

Purchase preference to central PSUs or any other government guidelines as applicable from time to time shall be considered.

38.2 **Preference to Micro and Small Enterprises (MSEs) (Applicable for Procurement of Goods & Services only): For applicability Refer Bid Data Sheet (BDS)**

Ministry of Micro, Small & Medium Enterprises notified the Public Procurement Policy (PPP), 2012 for facilitating the promotion and development of micro and small enterprises in Government Procurement. Subsequently, Micro, Small & Medium Enterprises vide circular no. 21(8)/2018-MA dated 09.11.2018 has issued an amendment to the said policy.

Further, Ministry of MSMEs (MoMSME) vide Gazette notification No. S.O. 4926(E) dated 18.10.2022 have issued amendment in sub-paragraph (5) of paragraph 8 of MoMSME S.O. No. 2119 (E) dated 26.06.2020.

Under this policy, buyer reserves the right to allow Micro & Small enterprises as well as MSEs Owned by SC/ST entrepreneur and MSEs Owned by Women, purchase preference as admissible under the prevailing procurement policy for MSEs.

Refer Appendix – III to ITB for details.

38.3 **Public Procurement (Preference to Make in India), Order 2017: For applicability Refer Bid Data Sheet (BDS)**

Ministry of Petroleum & Natural Gas (MoPNG) vide File no. FP-20013/24/2017-FP-PNG (E-17013) dated 21-Aug-2024, have issued a directive that revised Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 dated 19.07.2024 issued by DPIIT shall be applicable.

Under this policy, buyer reserves the right to allow Suppliers or Service providers in a tender and purchase preference as admissible under the prevailing policy, subject to complying with the requirements/ conditions defined herein and submitting documents required to support the same.

Refer Appendix-IV to ITB for details. For Concurrent Applicability of PPP-MII & MSE Policy refer Appendix-V to ITB.

Important Instruction for Purchase Preferences (PPP-MSE,2012 / PPP-MII, 2017)

Bidder is hereby instructed that relevant documents and information pertaining to MSE and PPP-MII, which are necessary for availing the relevant benefits during evaluation, must be updated/ uploaded in the designated folder on GeM portal.

Bidders to note that in spite of submission of such relevant documents in the ATC folder, they shall not be eligible for the applicable benefits during evaluation on GeM portal in case they fail to adhere to the above instructions i.e. opt for the option of availing such preferences on the GeM portal itself. Therefore, in case a bidder does not opt for the preference option during the bid submission, they shall not be considered as a MSE or Class-I local supplier even though bidder is natural L1.

Also, the evaluation as done by GeM portal shall be final and binding.

38.4 Policy for providing Preference to Domestically Manufactured Iron & Steel Products (DMI&SP) in Government Procurement: For applicability Refer Bid Data Sheet (BDS)

In order to give preference to domestically manufactured iron and steel products (DMI&SP) in Government procurement, Ministry of Steel promulgated a Policy, which was notified through Gazette notification no. 357 dated 09.05.2017 which was subsequently revised and issued through Gazette notification no. 324 dated 29.05.2019 and Gazette notification no. 5-13026/1/2020-I DD dated 31.12.2020. Copy of this policy is available at <https://steel.gov.in/policies>.

Refer Appendix-VI to ITB for details.

38.5 Policy for Purchase Preference to Domestically Manufactured Electronic and Telecom Products: For applicability Refer Bid Data Sheet (BDS)

I. MEiTY on the preference to domestically manufactured Electronic Products have issued the following notifications (copies available on website <https://meity.gov.in/esdm/ppo>):

- a) Notification no. 33(1)/2017-IPHW dated 26.10.2017 on purchase preference in domestically manufactured Electronic Products
- b) Notification no. 1(10)2017-CLES dated 02.07.2018 on purchase preference in domestically manufactured / produced Cyber Security Products
- c) Notification no. 33(5)/20174-IPHW dated 14.08.2018 on purchase preference in Cellular mobiles Phones

List & Definition of the Products, percentage of Procurement for which preference to domestically manufactured products is to be provided, percentage of local content or domestic value addition in terms of Bill of Material (BOM) required for the products to qualify as domestically manufactured and Criteria for BOM to be classified as domestic for each of the notified Electronic Products are defined in above notifications.

Refer Appendix-VII to ITB for details.

II. Ministry of Communications (Department of Telecommunications) on the preference to domestically manufactured Telecom Products have issued Notifications no. 18-10/2017-IP dated 29.08.2018 issued by Ministry of Communications (Department of Telecommunications) (copy available on website <https://dot.gov.in/dot-pmapmi-policy>).

List & definitions of Telecom products, services & works, Percentage of Procurement for which preference to domestically manufactured Telecom Products is to be provided and Percentage of local content in terms of Bill of Material (BOM) required for the products to qualify as domestically manufactured Telecom Products and conditions for inputs to be qualified as Local Content & Maximum ceiling for Design as local content out of the total Local content are defined in above notification.

Refer **Appendix-VIII** to ITB for details.

38.6 Startup India Policy: For applicability Refer Bid Data Sheet (BDS)

Startup India is a flagship initiative of the Government of India, intended to build a strong ecosystem that is conducive for the growth of startup businesses, to drive sustainable economic growth and generate large scale employment opportunities. The Government through this initiative aims to empower startups to grow through innovation and design.

Refer **Appendix-IX** to ITB for details.

38.7 Restrictions on Procurement from Bidders from Country(ies) sharing Border with India: For applicability Refer Bid Data Sheet (BDS)

Department of Expenditure (Ministry of Finance) of Government of India through OM No. 7/10/2021-PPD(1) dated 23.02.2023 has issued the revised guidelines for Restrictions on Procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (<https://doe.gov.in>).

Refer **Appendix-X** to ITB for details.

F. AWARD OF CONTRACT

39.0 AWARD CRITERIA

39.1 Pursuant to clause no. 36.0 and Clause no. 37.1 of ITB, the EIL shall place Purchase Order to the bidder(s) who has (have) been determined to be the lowest successful bidder(s) for item(s) / Group(s) of MR as per the Itemwise / GroupWise ordering philosophy defined in MR / Price Schedule. However, if in the opinion of EIL, the total price or certain **item rates quoted by the lowest evaluated bidder are considered high OR where there is a suspicion of cartel formation OR in case of proprietary / OEM items OR where limited source of supply are available for the item**, EIL may invite such bidder for price negotiation. Lowest quoted bidder shall attend such negotiation meetings and if requested by EIL shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Price Schedule Format to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted Price(s).

39.2 In case of MRs containing supplies as well site work/ services, a single order, covering the supply part as well site work/ services, shall be placed. **Split ordering is not permitted.**

40.0 NOTIFICATION OF AWARD

40.1 Prior to the expiration of the period of bid validity, EIL shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter [hereinafter and in the General Purchase Conditions called the "**Letter of Acceptance (LOA)/ Purchase Order (PO)**" and in GeM called the "Contract" shall specify the sum that the EIL will pay the Supplier in consideration of the execution and completion of the Supply/Works. The notification letter will constitute the formation of the contract.

40.2 The Delivery Schedule shall commence from the date of issue of GeM "Contract".

40.3 GeM "Contract" shall contain price, delivery and other salient terms of bid and RFQ Document.

40.4 Bidder will be required to acknowledge receipt of the same by returning "Copy of the Contract" duly signed and stamped by the bidder as a token of acknowledgement to Owner and EIL.

41.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE

41.1 Within **30 (Thirty) days** from the date of GeM Contract /Purchase order/ Letter of Acceptance, whichever issued earlier, the supplier shall furnish the Contract cum Performance Bank Guarantee for the required value, period and in the proforma, inline with bidding document. In place of Contract cum Performance Bank Guarantee, bidder can furnish Demand Draft also within the time period specified above.

42.0 WAIVER OR TRANSFER OF THE AGREEMENT

42.1 The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Purchaser.

43.0 CARTEL FORMATION

43.1 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation /placement of order. Such bidder will also be debarred from bidding in future.

44.0 UNIQUE DOCUMENT IDENTIFICATION NUMBER

The Institute of Chartered Accountant of India at its 379th council meeting dated 17-18th December, 2018 made generation of Unique Document Identification Number (UDIN) mandatory for every signature of full time practicing chartered accountant in phased manner for following services:

- a) All certificates with effect from 1st February, 2019.
- b) GST and Income Tax Audit with effect from 1st April, 2019.
- c) All Audit and Assurance Functions with effect from 1st July, 2019.

In view of the above, bidder shall ensure that any certificate/ reports issued/ attested by an practicing chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued/ attested without UDIN number of practicing chartered accountant in India shall not be considered for evaluation. The requirement of including UDIN shall not be applicable for certificate/ reports issued/ attested by a chartered accountant practising in Foreign Country.

45.0 UPLOADING OF INVOICE ON INVOICE PORTAL

Suppliers and Service Providers shall upload the scan copy of invoices and other documents as required in the Purchase Order/Work Order on the EIL Invoice Portal to enable EIL to speed up and cut down on the processing and payment cycle. Post uploading, all correspondence between EIL and Suppliers/Service Providers will be through the portal. Suppliers/Service providers can track the status of the uploaded invoices through the portal.

A user guide on the operation of the portal is available on log in.

URL of the portal is <http://www6.eil.co.in/invoiceportal>

Registered Supplier/Contractor can Login with existing Supplier/Contractor code using the radio button.

- Registered Supplier/Contractor in EIL

Non-Registered Supplier/Contractor can Login with PAN No. and generate the password using the radio button.

- Non-Registered Supplier/Contractor

**APPENDICES
TO INSTRUCTIONS TO
BIDDER**

APPENDIX-I TO ITB

INSTRUCTIONS TO BIDDERS FOR E- TENDERING

[As per functionality of GeM Portal]

APPENDIX-II TO ITB

TERMS & CONDITIONS FOR REVERSE AUCTION

NOT APPLICABLE

APPENDIX-III TO ITB

PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSEs)

PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSES)
(APPLICABLE FOR PROCUREMENT OF GOODS & SERVICES ONLY)

1. Ministry of Micro, Small & Medium Enterprises notified the Public Procurement Policy (PPP), 2012 for facilitating the promotion and development of micro and small enterprises in Government Procurement. Subsequently, Micro, Small & Medium Enterprises vide circular no. 21(8)/2018-MA dated 09.11.2018 has issued an amendment to the said policy.

Further, Ministry of MSMEs (MoMSME) vide **Gazette notification No. S.O. 4926(E) dated 18.10.2022**

have issued the following amendment in sub-paragraph (5) of paragraph 8 of MoMSME S.O. No. 2119 (E) dated 26.06.2020:

“In case of an upward change in terms of investment in Plant and Machinery or Equipment or Turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non- tax benefits of the category (Micro or Small or Medium) it was in before the re-classification, for a period of three years from the date of such upward change”.

As per the press notification dated 19.10.2022 issued by Press Information Bureau, **Non-tax benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc.**

2. For claiming price preference against enquiries in which provision of price preference is to be extended to the MSE Bidders, the MSE certificate should be valid as on date of un-priced bid opening.
3. The owner reserves the right to allow Micro & Small enterprises as well as MSEs Owned by SC/ST entrepreneur and MSEs Owned by Women, purchase preference as admissible under the prevailing procurement policy for MSEs.
4. The quantity against the item(s) of MR may be split to enable ordering of 25% quantity against the item(s) of MR to MSEs bidder within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price, in line with purchase preference as admissible under the prevailing procurement policy for MSEs. Accordingly, the quoted prices against various items of MR shall remain valid in case of splitting of quantities of the items in view of the same.

Out of this 25% from MSEs, 4% is to be from MSEs owned by SC/ ST entrepreneurs. However, in event of failure of MSEs owned by SC/ ST entrepreneurs to participate in the bidding process or meet the tender requirements and L1 price, this 4% will be met from other MSEs.

Additionally, out of this 25% from MSEs, 3% is to be from MSEs owned by Women. However, in event of failure of MSEs owned by Women to participate in the bidding process or meet the tender requirements and L1 price, this 3% will be met from other MSEs.

While granting purchase preference as above, procurement of goods through MRs may include certain small work, or some services, which are incidental or consequential to supply of such goods such as transportation, insurance, installation, commissioning, training & maintenance.

Clarification:

- In case where quantity against a line item cannot be split (i.e., minimum 25% to MSEs) or items with single quantity or in grouped item, the complete line item/ group shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price.
- In case, quantity(ies) against an item/ group cannot be split among MSEs owned by SC/ ST entrepreneurs, MSEs owned by Women and non- SC/ ST or non-women MSE entrepreneurs, first opportunity shall be given to MSEs owned by Women than to MSEs owned by SC/ ST entrepreneurs and lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.

5. MSEs MSE bidders shall submit the following:

- i) Bidder claiming to be a Micro or Small Enterprises (MSEs) must be registered on Udyam Registration portal having valid "Udyam Registration Certificate".
- ii) The Udyam registration certificate shall be verified from GoI Udyam registration portal (present web address is <https://udyamregistration.gov.in>). The status of the MSE Bidder as on the date of Unpriced Bid opening shall be considered for benefits defined in the Bidding Document under the Purchase Preference Policy for MSEs, 2012.
- iii) In order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012, the MSE shall additionally submit a relevant SC/ ST certificate in the name of SC/ ST proprietor or partner(s) holding minimum 51% shares in case of partnership or person(s) holding minimum 51% shares in limited companies, issued by any of the following:
 - District Magistrate/ Additional District Magistrate/ Collector/ Deputy Commissioner/ Deputy Collector/ 1st Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Executive Magistrate/ Extra Assistant Commissioner (not below the rank of 1st Class Stipendiary Magistrate).
 - Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.
 - Revenue Officers not below the rank of Tehsildar
 - Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.
 - Administrator/ Secretary to Administrator/ Development Officer (Lakshadweep Islands).

Definition of MSEs owned by SC/ST Entrepreneurs, is as follows:

- In case of proprietary MSE, proprietor should be SC/ST.
 - In case of partnership MSE, the SC/ST partner(s) should be holding at least 51% shares in the unit.
 - In case of Limited companies, at least 51% share should be held by SC/ST shareholder(s).
 - In case of Public Limited Companies, at least 51% share should be held by SC/ST entrepreneurs at any given point of time.
- iv) Micro & Small Enterprises shall be considered as owned by Women Entrepreneurs as per the below definition:
 - In case of proprietary MSE, Women should be SC/ST.
 - In case of partnership MSE, the Women partner(s) should be holding at least 51% shares in the unit.
 - In case of Limited companies, at least 51% share should be held by Women shareholder(s).

In order for MSE owned by Women Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to Women Entrepreneurs, the MSE shall additionally submit the following:

- In case of a proprietorship firm, the name and address of proprietor, and certified copy of Bank Account Details.
 - In case bidder is a partnership firm, certified copy of the partnership deed.
 - In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association.
- v) To avail the benefits available to MSEs under the bidding document, MSEs shall provide the necessary valid documentary evidence, i.e. Udyam Registration Certificate. MSE bidders shall submit MSE documents, as above.

- vi) No verification of bidder's status as Micro or Small Enterprises from the financial statement of bidders shall be required.
 - vii) In case a MSE bidder has submitted Udyam Registration Certificate, the same shall be accepted provided the details of the same could be verified from the Government Udyam Registration portal, as applicable.
 - viii) In case, a MSE bidder doesn't submit the MSE document or submits invalid document or, such bidders shall not be considered for providing the benefits under MSE Policy.
6. In case at any stage, if it is found the bidder has claimed / availed the benefits by providing false/forged details, their bid shall be rejected and bidder shall be placed on suspension/ banning. However, if this is found after order placement, bidder shall also be liable for encashment of PBG. Bidder's organization is responsible for any and all actions of their employees. Any claims seeking to pin point/shift the blame on any employee and consequently attempting to absolve the bidder's organization will not be entertained.
7. EIL is committed to promotion and development of micro and small enterprises Accordingly; bidders are also encouraged to promote the same by considering MSE sub-suppliers/ sub- contractors to the extent possible under the Orders/ Contracts awarded on them EIL. All efforts shall be made by bidder to encourage procurement thru MSEs (holding valid certificate) through their Sub orders/ Sub contract procurement. The successful bidder shall provide the following only for the purpose of reporting.
- i) Monthly Reports for purchase of material/services/ sub-contracts (from MSE vendors) shall be submitted by bidder to(Name of CPSU).
 - i) The report shall be signed by authorised person of contractor (Successful Bidder).
 - ii) Report shall be submitted in the following format.

Sl. No.	Sub-Supplier/ Subcontractor	Work Order no.& date	Item Description	Amount (In Rs)	Category of MSE Gen/ SC/ ST	MSME Status Micro/ Small with code	Remarks

8. Government of India has implemented the Trade Receivables Discounting System (TReDS). TReDS is an institutional mechanism set up in order to facilitate the financing of trade receivables of MSMEs from corporate buyers through invoice financing by multiple financiers. EIL is already registered on the following TReDS Platform:

Name of the Company	Name of The Platform	Web Address	Address	Contact person
A.TREDS Limited	Invoicemart	https://www.invoicemart.com/	11th Floor, Office No A-3, Ashar IT Park, Road No 16Z, Wagle Industrial Estate, Thane, Maharashtra, 400604	Mr. Ankur – 8447308425
Receivables Exchange of India Limited	Trade Receivables Discounting System (TReDS)	http://www.rxil.in/	Trade Centre (Vatika Business Centre), First Floor (Unit No.2), Office No.14, Bandra Kurla Comp ex, Bandra (East), Mumbai – 400051. Maharashtra	Ms. Ruchi Agarwal 9560793437
Mynd Solutions Private Limited	M1xchange	https://www.m1xchange.com/	280, Udyog Vihar, phase-IV, Gurgaon, Haryana, 122001	Mr. Dipanshu 9711008042

MSME bidders are requested to register on the TReDS platform.

APPENDIX-IV TO ITB

POLICY TO PROVIDE PURCHASE PREFERENCE
UNDER
PUBLIC PROCUREMENT (PREFERENCE TO
MAKE IN INDIA) (PPP-MII) ORDER, 2017

**POLICY TO PROVIDE PURCHASE PREFERENCE UNDER
PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII) ORDER, 2017**

MoP&NG vide File no. FP-20013/2/2017-FP-PNG-Part(4)(E-41432) dated 26.04.2022 (enclosed herewith), have issued a directive that **Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 issued by DPIIT** and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG, Joint Ventures that have 51% of more equity by one or more Public Sector Undertakings under MoP&NG.

EVALUATION AND AWARD PHILOSOPHY

1. Bidder is hereby instructed that relevant documents and information pertaining to MSE and PPP-MII, which are necessary for availing the relevant benefits during evaluation, must be updated/ uploaded in the designated folder on e-Tendering Portal.
2. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to indicate percentage of local content & details of the location(s) of the local value addition, and also provide self-certification (as per **FORM-2 of Appendix – IV to ITB**)/ certificate from the Statutory Auditor or Cost Auditor or Practicing Cost Accountant or Chartered Accountant (as per **FORM-3 of Appendix – IV to ITB**), as applicable, depending on the value of procurement.
3. While evaluating the Bids, for price matching opportunities, and/ or distribution of quantities/ Parts (wherever applicable) amongst Bidders, purchase preference shall be given as per following order of precedence:
 - a. Purchase preference to MSE Bidders over Class-I local supplier under PPP-MSE, 2012
 - b. Purchase preference to 'Class-I local supplier' over 'Class-II local supplier' as well as 'Non-local supplier'
4. 'Purchase preference' means the opportunity given to 'MSE bidder' or 'Class-I local supplier' for matching the Price of L1 Bidder, despite its Price being not the lowest valid Price Bid (i.e. not L1) but because it is within the margin of purchase preference prescribed as follows:
 - a. As per PPP-MSE policy 2012 : 15% of L1 price
 - b. As per PPP-MII policy 2017 : 20% of L1 price
5. In case where quantity against a line item cannot be split or items with single quantity or in grouped item, the complete line item/ group shall be awarded on PPP-MSE/ PPP-MII compliant bidder within the price range of L1 bidder's evaluated price (as defined above), subject to their matching L1 bidder's price.
6. In case bidder does not select the preference option at designated folder on GeM Portal during bid submission, they shall not be considered for preference by GeM, even though Bidder is a natural L1.
7. Purchase preference shall be as per **Appendix-V of ITB**.

No.: FP-20013/24/2017-FP-PNG (E-17013)
Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)

Shastri Bhawan, New Delhi
Dated 21st August, 2024

To

1. Chairman, IOCL
2. C&MD, ONGC/BPCL/HPCL/OIL/GAIL/EIL/Balmer Lawrie
3. Managing Director, CPCL/NRL/MRPL/BCPL/OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIBD
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/IPE
10. Secretary, PNGRB
11. CEO & MD, ISPRL

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

Sir/ Madam,

I am directed to forward revised Public Procurement (Preference to Make in India) Order, 2017 dated 19.7.2024 issued by Department for Promotion of Industries and Internal Trade (DPIIT), for information and necessary action.

Yours faithfully

Kala
21/8/24
(Kala)

Under Secretary to the Govt. of India
Tel.: 011-23381029

Encl.: as above

Copy to:

- a. PPS/ PS to Secretary, P&NG
- b. PPS/ PS to AS&FA/ AS, MoPNG
- c. PPS/ PS to JS (G)/ JS(M&OR)/ JS (GP)/ JS (IC)/ JS (IFD)/ DDG, MoPNG

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vaniya Bhawan, New Delhi
Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018; Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 19.07.2024 effective with immediate effect.

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

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

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

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:
'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of Imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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

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

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

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

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

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

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

a

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

2A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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

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

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

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

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

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

(b) In the procurement of goods or works, which are covered by para 3(b)

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

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

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least



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

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
 - e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for



display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. 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.
- e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

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i below.

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

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. Reciprocity Clause**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/

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

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

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

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

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

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

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procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

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

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

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

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
Secretary, Department for Promotion of Industry and Internal Trade - Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member Joint Secretary (Public Procurement), Department of Expenditure—Member Joint Secretary (DPIIT)—Member-Convenor

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

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
 - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

q

- g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Himani Pande)

Additional Secretary to the Government of India

Tel: 011-23038888

E-mail: ashp.dpiit@gov.in

ANNEXURE-2

FORM - 2

SELF CERTIFICATION BY BIDDER UNDER PPP-MII ORDER, 2017

**(FOR CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER HAVING VALUE OF
PROCUREMENT UPTO INR 10 CRORE)**

TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

We, M/s _____ <Name of Bidder> hereby confirm that we meet the mandatory minimum requirement of Local Content (LC) for **Class-I local supplier / Class-II local supplier** (*strike out which is not applicable*) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII, 2017) and the work / Item shall have **LC of _____%**.

The details of the location(s) at which the local value addition is/shall be made, is/ areas under:

.....
.....
.....

We confirm compliance of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017, vide Order No P-45021/2/2017-PP(BE-II)-Part-4)Vol.II and its subsequent Amendments.

We also confirm that, the imported items sourced locally from resellers/distributors are excluded from calculation of local content. The cost of such locally sourced imported items (inclusive of taxes) along with break up on license/royalties paid/technical expertise etc. sourced from outside India is enclosed as Form-2A.

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated as false information and Owner reserves the right to take appropriate action for debarment, Penalty after award etc. as per provision of the PPP-MII Order, 2017 and its subsequent Amendments and as more specifically mentioned in the Bidding/ RFQ document.

We also confirm that we are not debarred by any other procuring entity (GOI/PSU/PSE etc.)
or

Our debarment period is completed as on _____ <insert date>, and as such we are eligible to avail purchase preference under this Order.

(## Strike out which is not applicable)

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :

**DETAILS OF IMPORTED COMPONENTS SOURCED FROM RESELLERS/DISTRIBUTORS
EXCLUDED UNDER LOCAL CONTENT**

RFQ/TENDER No:

ITEM/WORKS DESCRIPTION:

S. No	Cost component	Cost in INR (Refer Note-2)
a.	Locally-sourced imported items from resellers/distributors (inclusive of taxes)	i. ii. iii. iv.
b.	License/Royalties paid/ Technical Expertise cost etc. for the items sourced from outside India	
	i. License ii. Royalties Paid iii. Technical Expertise Cost iv. other	i. ii. iii. iv.
DETAILS OF ITEMS SOLD BY BIDDER AS RESELLER		
c.	Details of Items	OEM Certificate for country of origin
	i. ii. iii. iv.	i. ii. iii. iv.

Note –

- For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
- As regards cases where currency for above is other than Indian Rupee, exchange rate prevailing on the Bid Due Date shall be considered for the calculation of Local Content.
- Bidder to enclose OEM Certificate for country of origin as specified in S. No (c) above.

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :



ANNEXURE-3

FORM - 3

CERTIFICATE UNDER PPP-MII ORDER, 2017

BY STATUTORY AUDITOR OR COST AUDITOR, OR PRACTICING COST ACCOUNTANT OR CHARTERED ACCOUNTANT, TOWARDS MANDATORY MINIMUM LOCAL CONTENT (FOR CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER HAVING VALUE OF PROCUREMENT MORE THAN INR 10 CRORE)

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

We, _____, the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or are a practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier other than companies) of M/s. _____ <Name of Bidder>, hereby certify that as per definition specified in above policy, M/s. _____ <Name of Bidder> is a Class-I Local Supplier / Class-II Local Supplier <as applicable>

We further confirm that M/s _____ <Name of Bidder> meet the mandatory minimum Local content requirement specified for Class-I Local supplier/ Class-II Local supplier <as applicable> under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) for their offer for the abovementioned Work/ Item and shall have local content of _____% .

The details of the location(s) at which the local value addition is/shall be made, is/ areas under:

.....
.....

We confirm compliance of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017, vide Order No P-45021/2/2017-PP(BE-II)-Part-4)Vol.II and its subsequent Amendments.

We also confirm that, the imported items sourced locally from resellers/distributors are excluded from calculation of local content. The cost of such locally sourced imported items (inclusive of taxes) along with break up on license/royalties paid/technical expertise etc. sourced from outside India is enclosed as Form-3A.

We further confirm that in case M/s _____ <Name of Bidder> fail to meet the minimum local content/domestic value addition, the same shall be treated as false information and Owner reserves the right to take appropriate action for debarment, Penalty after award etc. as per provision of the PPP-MII Order, 2017, and its subsequent Amendments and as more specifically mentioned in the Bidding/ RFQ document.

We also confirm that M/s _____ <Name of Bidder> is not debarred by any other procuring entity (GOI/PSU/PSE etc.).

OR

M/s _____ <Name of Bidder>'s debarment period is completed as on _____ <insert date>, and as such M/s _____ <Name of Bidder> is eligible to avail purchase preference under this Order.

(Strike out which is not applicable)

Signature of certificate issuing authority

Place:

Name :

Date:

Name of Audit Firm:

Designation

Seal :

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**DETAILS OF IMPORTED COMPONENTS SOURCED FROM RESELLERS/DISTRIBUTORS
EXCLUDED UNDER LOCAL CONTENT**

RFQ/TENDER No: _____

ITEM/WORKS DESCRIPTION:

S. No	Cost component	Cost in INR (Refer Note-2)
d.	Locally-sourced imported items from resellers/distributors (inclusive of taxes)	i. ii. iii. iv.
e.	License/Royalties paid/ Technical Expertise cost etc for the items sourced from outside India i. License ii. Royalties Paid iii. Technical Expertise Cost iv. other	i. ii. iii. iv.
DETAILS OF ITEMS SOLD BY BIDDER AS RESELLER		
f.	Details of Items	OEM Certificate for country of origin
	i. ii. iii. iv.	i. ii. iii. iv.

Note –

4. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
5. As regards cases where currency for above is other than Indian Rupee, exchange rate prevailing on the Bid Due Date shall be considered for the calculation of Local Content.
6. Bidder to enclose OEM Certificate for country of origin as specified in S. No (c) above.

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :



ANNEXURE-4

FORM - 4

CERTIFICATE UNDER PPP-MII ORDER, 2017

**BY PRACTICING COST ACCOUNTANT OR CHARTERED ACCOUNTANT, TOWARDS MANDATORY
MINIMUM LOCAL CONTENT**

**[FOR CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER HAVING VALUE OF
PROCUREMENT MORE THAN INR 10 CRORE (TO BE SUBMITTED AT THE TIME OF EXECUTION
OF PROJECT)]**

To

M/s _____ <Insert name of Client>

NAME OF WORK / ITEM:

TENDER /RFQ NO. :

Dear Sir,

We, _____, the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or are a practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier other than companies) of M/s. _____ <Name of Bidder>, hereby certify that as per definition specified in above policy, M/s. _____ <Name of Bidder> is a Class-I Local Supplier / Class-II Local Supplier <as applicable>

We further confirm that M/s _____ <Name of Bidder> meet the mandatory minimum Local content requirement specified for Class-I Local supplier/ Class-II Local supplier <as applicable> under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) for their offer for the abovementioned Work/ Item and shall have local content of _____%.

The details of the location(s) at which the local value addition is/shall be made, is/ areas under:

.....
.....

We confirm compliance of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 vide Order No P-45021/2/2017-PP(BE-II)-Part-4/Vol.II and its subsequent Amendments.

We further confirm imported items sourced locally from resellers/distributors are excluded from the calculation of local content. The cost of such locally sourced imported items (inclusive of taxes) along with break up on license/royalties paid / technical expertise cost etc. sourced outside India is enclosed as Form-4A.

Signature of certificate issuing authority

Place:

Name :

Date:

Name of Audit Firm:

Designation

Seal :

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**DETAILS OF IMPORTED COMPONENTS SOURCED FROM RESELLERS/DISTRIBUTORS
EXCLUDED UNDER LOCAL CONTENT**

RFQ/TENDER No:

ITEM/WORKS DESCRIPTION:

S. No	Cost component	Cost in INR (Refer Note-2)
g.	Locally-sourced imported items from resellers/distributors (inclusive of taxes)	i. ii. iii. iv.
h.	License/Royalties paid/ Technical Expertise cost etc. for the items sourced from outside India i. License ii. Royalties Paid iii. Technical Expertise Cost iv. other	i. ii. iii. iv.
DETAILS OF ITEMS SOLD BY BIDDER AS RESELLER		
i.	Details of Items	OEM Certificate for country of origin
	i. ii. iii. iv.	i. ii. iii. iv.

Note –

7. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
8. As regards cases where currency for above is other than Indian Rupee, exchange rate prevailing on the Bid Due Date shall be considered for the calculation of Local Content.
9. Bidder to enclose OEM Certificate for country of origin as specified in S. No (c) above.

Signature of Bidder

Place:

Name :

Date:

Designation

Seal :



APPENDIX-V TO ITB

**POLICY TO PROVIDE PURCHASE PREFERENCE UNDER
PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN
INDIA) (PPP-MII) ORDER, 2017**
(EVALUATION AND AWARD PHILOSOPHY)

EVALUATION AND AWARD PHILOSOPHY

Ministry of Finance (MoF), Department of Public Enterprises, vide **DO ref. F.No. DPE/3(3)/10-Fin dated 29.05.2023** have forwarded the copy of Department of Expenditure (DoE) O.M. No. F.1/4/2021-PPD dated 18.05.2023, in which the guidelines on **“Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017”** are issued for information and strict compliance.

Guidelines for Purchase preference:

A. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any Government Tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Sl. No.	Category	Terminology
1.	Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
2.	Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
3.	Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
4.	Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

B. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

Sl. No.	Description	Evaluation Methodology
1)	Items covered under Para 3(a) of PPP-MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:	For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid.
	Possible scenarios under Sl. No. 1)above can be as under:	
(i)	Case-I: L-1 is "MSE Class-I local supplier"	100% of the tendered quantity is to be awarded to L-1.
(ii)	Case-II: L-1 is "Non-MSE but Class-I local supplier"	Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 Bidder
2)	Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:	These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items.
	Possible scenarios under Sl. No. 2)above can be as under:	
(i)	Case-I: L-1 is "MSE Class-I local supplier"	100% of the tendered quantity is to be awarded to L-1.
(ii)	Case-II: L-1 is "MSE non-Class-I local supplier"	Purchase preference is to be given to MSE Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 Bidder

Sl. No.	Description	Evaluation Methodology
3)	If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:	
a)	Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference.	
Possible scenarios under Sl. No. 3)a) above can be as under:		
(i)	Case-I: L-1 is "MSE Class-I local supplier"	100% of the tendered quantity is to be awarded to L-1.
(ii)	Case-II: L-1 is "Non-MSE but Class-I local supplier"	Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 Bidder.
(iii)	Case-III: L-1 is "MSE but non-Class-I local supplier"	Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 Bidder.
(iv)	Case-IV: L-1 is "Non-MSE non-Class-I local supplier"	Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, Contract is to be awarded to L-1 Bidder. (refer to the illustrative example mentioned below).
b)	Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference.	
Possible scenarios under Sl. No. 3)b) above can be as under:		
(i)	Case-I: L-1 is "MSE Class-I local supplier"	Contract is awarded to L-1.
(ii)	Case-II: L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference	Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
(iii)	Case-III: If conditions mentioned in sub paras 3)b)(i) and 3)b)(ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor is the "MSE Class-I local supplier" eligible to take benefit of purchase preference:	Contract is to be awarded/ purchase preference to be given in different possible scenarios as under: A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" - Contract is be awarded to L1. B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference is to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible/ does not accept - contract to be awarded to L-1

Sl. No.	Description	Evaluation Methodology
4)	Items reserved for both MSEs and Class-I local suppliers:	These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local suppliers" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise
5)	Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry	

- C. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to indicate percentage of local content & details of the location(s) of the local value addition, and also provide self-certification (as per FORM-2)/ certificate from the Statutory Auditor or Cost Auditor or Practicing Cost Accountant or Chartered Accountant (as per FORM-3), as applicable, depending on the value of procurement.
- D. 'Purchase preference' means the opportunity given to 'MSE bidder' or 'Class-I local supplier' for matching the Price of L1 Bidder, despite its Price being not the lowest valid Price Bid (i.e. not L1) but because it is within the margin of purchase preference prescribed as follows:
- a. As per PPP-MSE policy 2012 : 15% of L1 price
 - b. As per PPP-MII policy 2017 : 20% of L1 price
- E. Eligibility of 'Class-I local supplier', 'Class-II local supplier' and 'Non-local suppliers ' to bid for different types of procurement:
- 1.1. For **Domestic procurement** of all goods, services or works, where there is sufficient local capacity and local competition: Only 'Class-I local supplier' shall be eligible to bid irrespective of purchase value.
 - 1.2. For **other Domestic procurement** of all goods, services or works: Only 'Class-I local supplier' and 'Class-II local supplier'.
 - 1.3. For **Global procurement** of all goods, services or works: 'Class-I local suppliers', 'Class-II local suppliers' and 'Non-local suppliers'.

Example explaining applicability in scenario explained in Para B Sl. No. 3(a) (iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is “Non-MSE non-Class-I local supplier”)

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of Bidder	Rates quoted	Price Ranking	Status of Bidder
1.	A	100	L1	“Non-MSE non-Class-I local supplier”
2.	B	110	L2	“Non-MSE but Class-I local supplier”
3.	C	112	L3	“MSE but non-Class-I local supplier”
4.	D	115	L4	“Non-MSE but Class-I local supplier”
5.	E	118	L5	“MSE but non-Class-I local supplier”
6.	F	120	L6	“MSE Class-I local supplier”

1. In this case, first purchase preference is to be given to MSEs as per PP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos.). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder “E” and “F”, although MSEs, will not get purchase preference since their quoted rates don’t fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept l1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos. i.e. 18.5 (say 19 Nos. of computers). If bidder “B” does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder “D”, may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos. (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder “A”, who is L-1 in the example.

APPENDIX-VI TO ITB

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP)

**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED
IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT**

1. Background

- 1.1 **Ministry of steel, Govt of India, vide their notification “The gazette of India, extraordinary part IIno.385 (E) dated 29.05.2019” and amendment vide Gazette notification no. S-13026/1/2020-IDD dated 31.12.2020** notified the revised policy for providing preference to domestically manufactured iron & steel products in government procurement. A copy of the containing the Appendix-A & Appendix – B is available on the website of Ministry of steel (<https://steel.gov.in/policies>).

2. Definitions

- 2.1. **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2. **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix A of the policy.
- 2.3. **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 5 and confirming to the definition of ‘manufacturer’ as per Central Excise Act.
- 2.4. **Government** for the purpose of the Policy means Government of India.
- 2.5. **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- 2.6. **MoS** shall mean Ministry of Steel, Government of India.
- 2.7. **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties
- 2.8. **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.
- 2.9. **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- 2.10. **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 2.11. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in **Appendix B** of the policy.
- 2.12. **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A of the policy.
- 2.13. **Domestic value addition** shall mean – amount of value added in India which shall be the total value of item to be procured / sold (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 of item to be procured / sold, in percent. The ‘domestic value addition’ definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3 Iron & Steel Products

- 3.1. The policy is applicable to iron & steel products as provided in **Appendix A** and to capital goods for manufacturing iron & steel products in **Appendix B** of the policy.
- 3.2. **Appendix A** contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel.

- 3.3. **Appendix B** contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.
- 3.4. The policy is also applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.

4 Tender procedure

- 4.1 The target of domestic value addition in iron and steel business activities has been set as contained in **Appendix A** of the policy.
- 4.2 For iron and steel products in **Appendix A**, the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 4.3 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
- a) The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.
 - b) In case the procurement is covered under **Appendix A** of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
 - c) It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

5 Domestic value addition requirement

- 5.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product is mentioned in **Appendix A**.
- 5.2 Domestic value addition shall mean – amount of value added in India which shall be the total value of item to be procured / sold (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 of item to be procured / sold , in percent.
- 5.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to the procuring Governmentagency.
- 5.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 5.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

% domestic value addition

Total value of the item to be procured / sold (excluding net domestic indirect taxes)- the value of imported content in the item (including all custom duties)*100%

Total value of the item to be procured /sold

6 Certification and audit

- 6.1 For products in **Appendix A**, each domestic manufacturer shall furnish the Affidavit of self- certification to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron

&steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in Form 1 attached to these guidelines.

- 6.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be filed till the completion of supply of the said products.
- 6.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 6.4 In case a complaint is received by the procuring agency against the claim of a bidder regarding domestic value addition in iron & steel products, the procuring agency shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

The complaint fee and other procuring agency rights thereon shall be as per the policy. Further, no cognizance will be taken to any complain received without the compliant fee mentioned above.
- 6.5 Any complaint referred to the procuring agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the procuring agency within 2 weeks of filing the complaint.
- 6.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the procuring agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish bonafides of claim.
- 6.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment (i.e., Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher) will be payable by the bidder who has furnished an incorrect certificate.
- 6.8 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Procuring agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- 6.9 In case of detection of mis-declaration by the bidder of the prescribed domestic value addition, in the tender document, at any stage before or after award, the following actions shall be taken by the procuring company:
 - a. Forfeiture of EMD/ CPBG depending upon the stage of detection.
 - b. Banning of business dealings in line with the EIL extant policy.

7 **Implementation monitoring by Ministry of Steel**

7.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.

7.2 MoS shall be the nodal ministry to monitor the implementation of the policy.

8 **Reference to Ministry of Steel**

In case of a question whether an item being procured falls under the purview of DMI&SP or not, the matter would be referred to the Ministry of Steel for clarification.

Form-1

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/capital goods to be provided on Rs.100/- Stamp Paper

Date:

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 policy of Government of India issued vide Notification No: _.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

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 Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of (Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

TO BE DULY NOTARISED BY NOTARY PUBLIC



भारत का राजपत्र The Gazette of India

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असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)
PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 1]
No. 1]

नई दिल्ली, शुक्रवार, जनवरी 1, 2021/पौष 11, 1942
NEW DELHI, FRIDAY, JANUARY 1, 2021/PAUSHA 11, 1942

इस्पात मंत्रालय

अधिसूचना

नई दिल्ली, 31 दिसम्बर, 2020

सा.का.नि. 1(अ).—सरकारी प्रापण में देशी निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने हेतु नीति (डीएमआई एंड एसपी नीति) – परिशोधित, 2019 में संशोधनों को आम सूचना के लिए एतद्वारा प्रकाशित किया जाता है:

"सं. S-13026/1/-2020-आईडीडी

इस्पात मंत्रालय

आईडीडी प्रभाग

उद्योग भवन,

नई दिल्ली 31 दिसंबर, 2020

विषय : सरकारी खरीद में घरेलू निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने की नीति-परिशोधित, 2019-में संशोधन/परिवर्धन

सरकारी खरीदमें स्वदेशी निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने की नीति-परिशोधित, 2019-(डीएमआईएंडएसपी परिशोधित, 2019) में निम्नलिखित संशोधन/ परिवर्धन तत्काल प्रभाव से लागू हैं। ये संशोधन/

परिवर्धन ऐसी निविदा या खरीद पर लागू नहीं होंगे जिनके लिए निविदा आमंत्रित करने वाला नोटिस अथवा अन्य प्रकार का खरीद अधियाचन इस अधिसूचना के जारी होने से पूर्व जारी हुआ है।

I – संशोधन:तालिका 1

क्रम सं.	डीएमआईएंडएसपी परिशोधित 2019 ,में मौजूदा खंड	डीएमआईएंडएसपी परिशोधित 2019 ,में संशोधित खंड
1	<p>खंड 1.3:</p> <p>यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्तपोषित परियोजनाओं पर लागू है। हालांकि, यह नीति वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।</p>	<p>खंड 1.3:</p> <p>यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/ अंशतः वित्तपोषित किया जाता है।</p> <p>हालांकि, यह नीति वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।</p>
2	<p>खंड 2.13:</p> <p>घरेलू मूल्यवर्धन निवल बिक्री कीमत(निवलघरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र(सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन'परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूपहोगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जायेगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलूमूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।</p>	<p>खंड 2.13:</p> <p>घरेलू मूल्यवर्धन का तात्पर्य है- भारत में वर्धित मूल्य की राशि जो खरीदी/बेची जाने वाली वस्तुओं का कुल मूल्य होगा (निवल घरेलू अप्रत्यक्ष करों को छोड़कर)- खरीदी/बेची जाने वाली वस्तुओं के कुल मूल्य के समानुपात के रूप में प्रतिशत में मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)। घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र (सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन'परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूप होगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जायेगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।</p>

3	<p>खंड 5.1.5</p> <p>यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा वित्त-पोषित सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है।</p>	<p>खंड 5.1.5</p> <p>यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा वित्त पोषित सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/ अंशतः वित्तपोषित किया जाता है</p>
4	<p>खंड 5.1.6</p> <p>यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों का खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो।</p>	<p>खंड 5.1.6</p> <p>यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों (डीएमआई एंड एसपी नीति का परिशिष्ट-क) का खरीद मूल्य 5 लाख रुपए से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 5 लाख करोड़ रुपए से अधिक होता हो। तथापि, प्रापण इकाइयों द्वारा इस बात को सुनिश्चित किया जाएगा कि इस नीति के प्रावधानों से बचने के प्रयोजनार्थ खरीद का विभाजन न किया जाए।</p>
5	<p>खंड 7.2</p> <p>घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजककीमत) होगी जिसमें से प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण करने वाले संयंत्र में आयात की गई इनपुट सामग्री की पहुंच लागत (सभी सीमा शुल्कों को शामिल करते हुए) घटाई जायेगी।</p>	<p>खंड 7.2</p> <p>घरेलू मूल्यवर्धन का तात्पर्य है- भारत में वर्धित मूल्य की राशि जो खरीदी/बेची जाने वाली वस्तुओं का कुल मूल्य होगा (निवल घरेलू अप्रत्यक्ष करों को छोड़कर)- खरीदी/बेची जाने वाली वस्तुओं के कुल मूल्य के समानुपात के रूप में प्रतिशत में मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)।</p>
6	<p>खंड 7.3</p> <p>यह सिफारिश की जाती है कि निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।</p> <p>लौह एवं इस्पात उत्पादों के लिए</p> <p>% घरेलू मूल्यवर्धन</p> <p>अंतिम उत्पाद की निवल बिक्री कीमत- संयंत्र में आयात किये गये लौह अथवा इस्पात की पहुंच लागत----- X100%</p>	<p>खंड 7.3</p> <p>यह सिफारिश की जाती है कि प्रापण करने वाली सरकारी एजेंसी/ निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।</p> <p>लौह एवं इस्पात उत्पादों तथा पूंजीगत माल के लिए</p> <p>% घरेलू मूल्यवर्धन</p> <p>खरीदी/बेची जाने वाली वस्तु का कुल मूल्य (निवल घरेलू अप्रत्यक्ष करों को छोड़कर - मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित) ----- -----X100%</p>

अंतिम उत्पाद की निवल ब्रिकी कीमत पूँजीगत माल के लिए % घरेलू मूल्यवर्धन अंतिम उत्पाद की निवल ब्रिकी कीमत- संयंत्र में आयात किये गये इनपुट सामग्री की पहुंच लागत-----X 100% अंतिम उत्पाद की निवल ब्रिकी कीमत	खरीदी/बेची जाने वाली वस्तु का कुल मूल्य
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II डीएमआईएंडएसपी परिशोधित, 2019 के परिशिष्ट क में निम्नलिखित संशोधन किया जाता है:- जहां कहीं न्यूनतम घरेलू मूल्य वर्धन आवश्यकता कॉलम के अंतर्गत डीएमआईएंडएसपी परिशोधित, 2019 के परिशिष्ट क में 15% का न्यूनतम घरेलू मूल्य वर्धन विनिर्दिष्ट होगा, वहां उसे 20% न्यूनतम घरेलू मूल्यवर्धन से प्रतिस्थापित कर दिया जाएगा (परिशोधित परिशिष्ट-क संलग्न है)

III- परिवर्धन/सन्निवेशन: तालिका 2

क्रम सं	डीएमआईएंडएसपी परिशोधित, 2019 में शामिल/जोड़े गये खंड
1	<p>खण्ड 5.1.13 को खण्ड 5.1.12 के नीचे निम्नवत जोड़ा जाता है:</p> <p>खण्ड 5.1.13: लोहे और इस्पात उत्पादों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्कायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआई और एसपी नीति का परिशिष्ट-क)। लोहे और इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु तक हो, (डीएमआई और एसपी नीति के परिशिष्ट- ख) के लिए पूँजीगत सामानों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्कायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी,</p>
2	<p>खंड 6.9 को खंड 6.8 के नीचे निम्नवत जोड़ा जाता है:</p> <p>खंड 6.9: निविदाओं और अन्य खरीद अधियाचनों में विनिर्देशन:</p> <p>6.9.1 प्रत्येक क्रय इकाई यह सुनिश्चित करेगी कि किसी भी निविदा या अधियाचन में निर्धारित पिछले अनुभव के संबंध में पात्रता की शर्तों हेतु अन्य देशों में आपूर्ति के प्रमाण या निर्यात के प्रमाण की आवश्यकता नहीं है।</p> <p>6.9.2 क्रय इकाईयाँ यह देखने का प्रयास करेंगी कि पात्रता की शर्तों, जैसे टर्नओवर, उत्पादन क्षमता और वित्तीय ताकत जैसे मामलों में वैसे स्थानीय आपूर्तिकर्ता का अनुचित अपवर्जन नहीं होता है 'जो आपूर्तिकर्ता की गुणवत्ता या साख संबंधी पात्रता सुनिश्चित करने के लिए जो आवश्यक है, उससे परे अन्यथा पात्र होंगे।</p> <p>6.9.3 क्रय इकाईयाँ, इस नीति के जारी होने के 2 महीने के भीतर ऊपर उप-पैराग्राफ 6.9.1 और 6.9.2 के संदर्भ में सभी मौजूदा पात्रता मानदंडों और शर्तों की समीक्षा करेंगी।</p> <p>6.9.4 यदि इस्पात मंत्रालय इस बात से संतुष्ट है कि लौह और इस्पात उत्पादों के भारतीय आपूर्तिकर्ताओं को प्रतिबंधात्मक निविदा शर्तों के कारण किसी भी विदेशी सरकार द्वारा खरीद में भाग लेने और / या प्रतिस्पर्धा करने की अनुमति नहीं है, जिसका भारतीय कंपनियों को प्रतिबंधित करने पर प्रत्यक्ष या अप्रत्यक्ष प्रभाव पड़ता है, जैसे कि प्रापण देश में पंजीकरण, प्रापण देश इत्यादि में विशिष्ट मूल्य की परियोजना का निष्पादन इत्यादि। यदि उपयुक्त समझा जाएगा तो उस देश के बोलीदाताओं को इस्पात मंत्रालय से संबंधित उस वस्तु तथा/ या अन्य वस्तुओं की खरीद के लिए पात्रता से प्रतिबंधित या अपवर्जित किया जा सकता है।</p> <p>6.9.5 ऊपर उप-पैरा 6.9.4 के प्रयोजन से, किसी आपूर्तिकर्ता या बोलीदाता को उस देश से माना जाएगा यदि (i) इकाई को उस देश में निगमित किया गया है, या (ii) उसकीशेयरधारिता या इकाई काप्रभावी नियंत्रण उस देश से किया जाता है; या (iii) आपूर्ति की जा रही वस्तु के मूल्य का 50% से अधिक उस देश में शामिल किया गया है। भारतीय आपूर्तिकर्ताओं का अर्थ उन संस्थाओं से होगा जो भारत के संबंध में इनमें से किसी भी मानदंड को पूरा करते हैं। किसी देश की 'इकाई' (एन्टिटी) शब्द का अर्थ वहीं होगा जो डीपीआईआईटी की एफडीआई नीति के तहत समय-समय पर यथा संशोधित के अंतर्गत है।</p>

3	<p>खंड 6.10 को खंड 6.9 के नीचे निम्नवत जोड़ा जाता है:</p> <p>खंड 6.10: यदि घरेलू आपूर्तिकर्ताओं के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण शर्तों को बोली दस्तावेजों में शामिल किया जाता है, तो उस के लिए जिम्मेदारी तय करने के लिए खरीद (इसके प्रशासनिक नियंत्रणाधीन किसी ईकाई द्वारा खरीद सहित) करने वाले प्रशासनिक विभाग द्वारा जांच शुरू की जाएगी। तत्पश्चात्, संबंधित प्रावधानों के तहत खरीद संस्थाओं के अधिकारियों के खिलाफ उचित, प्रशासनिक या अन्यथा कार्रवाई की जाएगी। ऐसी सभी कार्रवाई की सूचना डीएमआई और एसपी नीति के तहत स्थायी समिति को भेजी जाएगी।</p>
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संशोधित परिशिष्ट क – घरेलू स्तर पर निर्मित उत्पादों के लिए विशिष्ट रूप से

क्र. सं.	लौह एवं इस्पात उत्पादों की सांकेतिक सूची	लागू एच एस कोड	न्यूनतम मूल्यवर्धन आवश्यकता	घरेलू
1	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, हॉट रोलड, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7208	50%	
2	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, कोल्ड रोलड (कोल्ड - कम किया हुआ), न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	50%	
3	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	50%	
4	600 मि. मी. से कम की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7211	35%	
5	600 मि. मी. कम की चौड़ाई का लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोड किया हुआ	7212	35%	
6	लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ऐंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोलड	7213	35%	
7	लौह अथवा गैर एलॉय इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोलड, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	35%	
8	लौह अथवा गैर एलॉय इस्पात का अन्य बार्स एंड रोड्स	7215	35%	
9	लौह अथवा गैर एलॉय इस्पात का एंगल, शेप और सेक्शन्स	7216	35%	
10	लौह अथवा गैर एलॉय इस्पात का तार	7217	50%	
11	600 मि. मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोलड इस्पात	7219	50%	
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोलड इस्पात	7220	50%	
13	स्टेनलैस स्टील का अन्य बार्स और रोड्स; स्टेनलैस स्टील का एंगल शेप और सेक्शन्स	7222	50%	
14	अन्य एलॉय इस्पात का तार	7229	35%	
15	लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50%	

16	कास्ट लौह का ट्यूब, पाइप और होलो पाइप	7303	35%
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात का ट्यूब पाइप और होलो प्रोफाइल, सीमलैस	7304	35%
18	लौह अथवा इस्पात का सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि. मी. से अधिक हो	7305	35%
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और होलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	35%
20	लौह अथवा इस्पात का ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/ कप्लिंग, एल्बो स्लीव्स)	7307	35%
21	स्टेनलैस स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7221	35%
22	स्टेनलैस स्टील का वायर	7223	35%
23	इलेक्ट्रिकल स्टील सहित 600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7225	35%
24	इलेक्ट्रिकल स्टील सहित 600 मि. मी. से कम की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7226	35%
25	अन्य एलॉय स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रोड, हॉट रोल्ड	7227	20%
26	अन्य एलॉय स्टील का अन्य बार्स और रोड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रिल बार्स और रोड्स	7228	35%
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रिल किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	20%
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेब्रिकेटेड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	20%
29	300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	20%
30	अधिकतम 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	20%
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा सरलीकृत गैस के लिए कन्टेनर	7311	20%

32	लौह अथवा इस्पात का स्टेडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	20%
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार किया हुआ वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल प्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर	7313	20%
34	लौह अथवा इस्पात तार का ड्रिल, नेटिंग और फेनसिंग; लौह अथवा इस्पात का विस्तार किया हुआ धातु	7314	20%
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	20%
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	20%
37	लौह एवं इस्पात की वस्तुएं	7317	20%
38	लौह एवं इस्पात की वस्तुएं	7318	20%
39	लौह एवं इस्पात की वस्तुएं	7319	20%
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीन्स	7320	20%
41	लौह अथवा इस्पात का स्टोक्स, रेंज, ग्रेड, कूकर (केंद्रीय हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वामर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	20%
42	लौह अथवा इस्पात का केंद्रीय हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	20%
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	20%
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसकेपार्टस	7324	20%
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	20%
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तु	7326	20%
47	रेलवे अथवा ट्रामवे पैसेंजर कोच जो स्वयं आगे नहीं बढ़ता हो	8605	50%
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्वयं आगे नहीं बढ़ता हो	8606	50%
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोज्ड किया हुआ पहिया और उसका हिस्सा	8607	50%

विवरणों में शामिल किए गए उत्पाद सांकेतिक हैं; विनिर्दिष्ट एच एस कोड के अंतर्गत सभी उत्पादों को परिशिष्ट के भाग के रूप में शामिल किया गया है।"

[फा. सं. एस-13026/1/2020-आईडीडी]

रसिका चौबे, अपर सचिव

MINISTRY OF STEEL
NOTIFICATION

New Delhi, the 31st December, 2020

G.S.R. 1(E).—The amendments in the Policy for providing preference to domestically manufactured Iron & Steel products in Government procurement (DMI&SP Policy)—Revised, 2019 is hereby published for general information.

"No. S-13026/1/2020- IDD

Ministry of Steel

ID Division

Udyog Bhawan,

New Delhi 31st December, 2020

Sub.: Amendments / additions to the Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement - revised, 2019

The following amendments / additions to the Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement - revised, 2019 (DMI&SP revised, 2019) are applicable with immediate effect. These amendments / additions shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this notification.

I - Amendments: Table 1

Sl. No.	Existing Clause in DMI&SP revised, 2019	Amended Clause in DMI&SP revised, 2019
1	<p>Clause 1.3: The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.</p>	<p>Clause 1.3: The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. <u>All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.</u> However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.</p>
2	<p>Clause 2.13: Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.</p>	<p>Clause 2.13: Domestic value addition means - <u>amount of value added in India which shall be the total value of the item to be procured / sold (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 of the item to be procured / sold, in percent.</u> The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.</p>

3	<p>Clause 5.1.5 The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron & steel products.</p>	<p>Clause 5.1.5: The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron & steel products. <u>All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.</u></p>
4	<p>Clause 5.1.6: The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.</p>	<p>Clause 5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products (Appendix - A of the DMI&SP Policy) is greater than Rs. 5 lakhs. The policy shall also be applicable for other procurements (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 5 lakhs. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this policy.</p>
5	<p>Clause 7.2: Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.</p>	<p>Clause 7.2: Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (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 of the item to be procured / sold, in percent.</p>
6	<p>Clause 7.3: It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.</p> <p>For iron and steel products <u>% domestic value addition</u> <i>Net selling price of final product - landed cost of imported iron or steel at the plant-----</i> <i>----- X 100 %</i> <i>Net selling price of final product</i></p> <p>For capital goods <u>% domestic value addition</u> <i>Net selling price of final product - landed cost of imported iron or steel at the plant</i> <i>----- X 100 %</i> <i>Net selling price of final product</i></p>	<p>Clause 7.3: It is recommended that procuring Government agency / bidder participating in the tender process should calculate the domestic value addition using the below formula so as to ensure that the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.</p> <p>For iron and steel products& capital goods <u>% domestic value addition</u> <i>Total value of the item to be procured / sold (excluding net domestic indirect taxes) - the value of imported content in the item (including all customs duties)</i> <i>----- X 100 %</i> <i>Total value of the item to be procured / sold</i></p>

II - Following amendment is made to the Appendix A of the DMI&SP revised, 2019 :- Wherever minimum domestic value addition of **15%** is specified in the Appendix - A of the DMI&SP revised, 2019 under the column Minimum domestic value addition requirement, same shall be replaced with **20%** minimum domestic value addition). (Revised Appendix - A is attached)

III - Additions / Insertions: Table 2

Sl. No.	Added / Inserted Clause in DMI&SP revised, 2019
1	<p>Clause 5.1.13 is inserted below Clause 5.1.12 as:</p> <p>Clause 5.1.13: No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of Capital Goods for manufacturing iron & steel products (Appendix- B of the DMI&SP Policy) having estimated value upto Rs. 200 Crore except with the approval of competent authority as designated by Department of Expenditure.</p>
2	<p>Clause 6.9 is inserted below Clause 6.8 as:</p> <p>Clause 6.9: Specifications in Tenders and other procurement solicitations:</p> <p>6.9.1 Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.</p> <p>6.9.2 Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.</p> <p>6.9.3 Procuring entities shall, within 2 months of the issue of this policy review all existing eligibility norms and conditions with reference to sub-paragraphs 6.9.1 and 6.9.2 above.</p> <p>6.9.4 If Ministry of Steel is satisfied that Indian suppliers of iron and steel products are not allowed to participate and/ or compete in procurement by any foreign government due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of project of specific value in the procuring country etc., it may, if deemed appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to Ministry of Steel.</p> <p>6.9.5 For the purpose of sub-paragraph 6.9.4 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p>
3	<p>Clause 6.10 is inserted below Clause 6.9 as:</p> <p>Clause 6.10: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&SP Policy.</p>

IV - Revised Appendix A - Exclusive for domestically manufactured products

Sl. No	Indicative list of Iron & Steel Products	Applicable HS code	Minimum domestic value addition requirement
1	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	50%
2	Flat-rolled products of iron or non alloy steel, of a width of 600	7209	50%

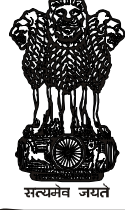
	mm or more, cold rolled (cold-reduced), not clad, plated or coated		
3	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	50%
4	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	35%
5	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	35%
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	35%
7	Other bars and rods of iron or non alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	35%
8	Other bars and rods of iron or non alloy steel	7215	35%
9	Angles, shapes and sections of iron or non-alloy steel	7216	35%
10	Wire of iron or non-alloy steel	7217	50%
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	50%
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	50%
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	50%
14	Wire of other alloy steel	7229	35%
15	Rails, railway or tramway track construction material of iron or steel	7302	50%
16	Tubes, pipes and hollow profiles, of cast iron	7303	35%
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	35%
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	35%
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	35%
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	35%
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	35%
22	Wire of stainless steel	7223	35%
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	35%
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	35%
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	20%

26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or nonalloy steel	7228	35%
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	20%
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	20%
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heatinsulated, but not fitted with mechanical or Thermal equipment	7309	20%
30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300 L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	20%
31	Containers for compressed or liquefied gas, of iron or steel	7311	20%
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	20%
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	20%
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	20%
35	Chain and parts thereof, of iron or steel	7315	20%
36	Anchors, grapnels and parts thereof, of iron or steel	7316	20%
37	Articles of iron and steel	7317	20%
38	Articles of iron and steel	7318	20%
39	Articles of iron and steel	7319	20%
40	Springs and leaves for springs, of iron or steel	7320	20%
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	20%
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	20%
43	Tables and similar household articles and parts thereof, of iron or steel	7323	20%
44	Sanitary ware and parts thereof, of iron or steel	7324	20%
45	Other cast articles of iron or steel	7325	20%

46	Electrical steel and other articles of iron or steel	7326	20%
47	Railway or tramway passenger coaches, not self-propelled	8605	50%
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50%
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50%

Products included in descriptions are indicative; all products under the specified HS codes are included as part of the appendix."

[F. No. S-13026/1/2020-IDD]
RASIKA CHAUBE, Addl. Secy.



भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)

PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित

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इस्पात मंत्रालय

अधिसूचना

नई दिल्ली, 29 मई, 2019

सा.का.नि. 385(अ).—घरेलू रूप से उत्पादित किए जाने वाले लौह एवं स्टील उत्पाद की सरकारी खरीद को प्राथमिकता दिए जाने के लिए संशोधित नीति सामान्य सूचना हेतु प्रकाशित की जाती है।

[फा. सं. 3(2)/2018-आईडीडी]

रसिका चौबे, अपर सचिव

सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को वरीयता देने के लिए नीति - संशोधित, 2019

1. भूमिका

- 1.1 यह नीति सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों (डी एम आई एंड एस पी) को वरीयता देती है।
- 1.2 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित लौह एवं इस्पात उत्पादों जिसे परिशिष्ट क में दिया गया है और परिशिष्ट ख में दिए गए लौह एवं इस्पात उत्पादों के लिए पूंजीगत माल पर लागू होती है।
- 1.3 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। हालांकि, यह नीति वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।

2. परिभाषाएं

- 2.1 **बोली** लगाने वाला लौह एवं इस्पात का कोई घरेलू/विदेशी निर्माता अथवा उनके बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह अथवा सरकारी एजेंसियों द्वारा वित्त पोषित निधि परियोजनाओं की बोली लगाने में कार्यरत कोई अन्य कंपनी हो सकती है।

- 2.2 **घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पाद (डी एम आई एंड एस पी)** वे लौह एवं इस्पात उत्पाद हैं जिनका निर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एस ई जैड) शामिल है। इसके अलावा, इस प्रकार के उत्पाद परिशिष्ट क में किये गये उल्लेख के अनुसार घरेलू न्यूनतम मूल्यवर्धन के मानदंडों को पूरा करेंगे।
- 2.3 **घरेलू निर्माता** खंड 7 में दिशा-निर्देशों और केंद्रीय उत्पाद शुल्क अधिनियम में दी गई 'निर्माता' की परिभाषा के अनुरूप लौह एवं इस्पात उत्पादों का एक निर्माता है।
- 2.4 इस नीति के प्रयोजन से **सरकार** का तात्पर्य भारत सरकार से है।
- 2.5 **सरकारी एजेंसियों** में सरकार के सार्वजनिक क्षेत्र के उपक्रम, सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।
- 2.6 **एम ओ एस** का आशय इस्पात मंत्रालय, भारत सरकार से है।
- 2.7 **निवल बिक्री कीमत** बीजक कीमत होगी जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।
- 2.8 **अर्ध तैयार इस्पात** का तात्पर्य इनगोट्स, बिलेट, ब्लूम और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।
- 2.9 **तैयार इस्पात** का तात्पर्य सपाट और लंबे उत्पादों से होगा जिन्हें बाद में प्रसाधित कर निर्मित मद बनाया जा सकता है।
- 2.10 **एल1** का तात्पर्य निविदा अथवा अन्य खरीद संबंधी अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथाघोषित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य खरीद संबंधी अनुरोधों में प्राप्त निम्नतम निविदा अथवा निम्नतम बोली अथवा निम्नतम भाव से होगा।
- 2.11 **खरीद वरीयता के मार्जिन** का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी घरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल1 से अधिक हो। डी एम आई एंड एस पी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में मदों के लिए 20 प्रतिशत होगा।
- 2.12 **लौह एवं इस्पात उत्पाद** का तात्पर्य ऐसे लौह एवं इस्पात उत्पादों से होगा जिनका उल्लेख परिशिष्ट क में किया गया है।
- 2.13 **घरेलू मूल्यवर्धन** निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र (सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन' परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूप होगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जाएगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।
- 3. अपवर्जन**
- 3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी खरीदों के लिये निम्नलिखित शर्तों के अध्यक्षीन छूट प्रदान की जाएगी।
- 3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का निर्माण इस देश में नहीं किया जाता हो, अथवा
- 3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को घरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।
- अपवर्जन संबंधी अनुरोधों को घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों के उपलब्ध न होने के पर्याप्त प्रमाण के साथ स्थायी समिति को प्रस्तुत किया जाएगा।
- 4. स्थायी समिति**
- इस नीति के कार्यान्वयन का पर्यवेक्षण करने के लिए इस्पात मंत्रालय (एम ओ एस) के अधीन एक स्थायी समिति का गठन किया जाएगा। जिसके अध्यक्ष सचिव इस्पात होंगे। इस समिति में उद्योग/उद्योग संघ/सरकारी संस्था अथवा निकाय/इस्पात मंत्रालय (एम ओ एस) से लिए गए विशेषज्ञ होंगे। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा :
- 4.1 इस नीति के कार्यान्वयन की मॉनीटरिंग करना
- 4.2 परिशिष्ट क और परिशिष्ट ख में यथा उल्लिखित लौह एवं इस्पात उत्पादों की सूची और घरेलू बिक्री वर्धन की आवश्यकता से संबंधित मानदंडों की समीक्षा करना और उसे अधिसूचित।

- 4.3 खंड 3 के अनुसार खरीद एजेंसियों को अपवर्जन की स्वीकृति देने सहित इस नीति के कार्यान्वयन के लिए आवश्यक स्पष्टीकरण जारी करना।
- 4.4 शिकायत निवारण करने के लिए एक अलग समिति का गठन करना।
- 4.5 स्थायी समिति इस्पात मंत्रालय को अनुमोदन हेतु अपनी सिफारिशें प्रस्तुत करेगी।
- 5. सरकार द्वारा खरीदे जाने वाले लौह एवं इस्पात उत्पादों को अधिसूचित करना**
- 5.1 निम्नलिखित दिशानिर्देशों का उपयोग इस नीति के अंतर्गत उपरोक्त उत्पादों की पहचान करने और उसे अधिसूचित करने के लिए किया जा सकता है :
- 5.1.1 यह नीति परिशिष्ट क में दिए गए अनुसार लौह एवं इस्पात उत्पादों और परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल पर लागू है।
- 5.1.2 परिशिष्ट क में लौह एवं इस्पात उत्पादों की सूची दी गई है जिसका निर्माण अनन्य रूप से घरेलू स्तर पर किया जाना है और उसका आयात इस्पात मंत्रालय के अनुमोदन के बिना नहीं किया जा सकता है।
- 5.1.3 परिशिष्ट ख में पूंजीगत माल की एक सूची (जो विस्तृत नहीं है) दी गई है जिसके लिए खरीद संबंधी वरीयता घरेलू स्तर पर निर्मित पूंजीगत माल को दी जाएगी, यदि उनकी दी गई कीमत सदृश्य आयात किये गये पूंजीगत माल के लिए दी गई कीमत के 20 प्रतिशत के अंदर आती हो।
- 5.1.4 इस नीति का उद्देश्य सभी लौह एवं इस्पात उत्पादों को अधिसूचित करना है जिसकी खरीद सरकारी एजेंसियों द्वारा सरकारी परियोजनाओं के लिए की जाती है और न कि वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए उत्पादों के उत्पादन में प्रयोग करने के उद्देश्य से की गई हो।
- 5.1.5 यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा निधि प्रदत्त सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है।
- 5.1.6 यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों का खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो।
- 5.1.7 यह नीति सरकार के मंत्रालय अथवा विभाग अथवा उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी अन्य आवश्यकता को पूरा करने के लिए और/अथवा ई पी सी संविदा को पूरा करने के लिए प्राइवेट एजेंसियों द्वारा लौह एवं इस्पातों की खरीद पर लागू है।
- 5.1.8 घरेलू लौह एवं इस्पात उत्पादों के विभिन्न ग्रेडों की उपलब्धता का विश्लेषण इस नीति के अंतर्गत अधिसूचित करने से पहले करना होगा। केवल उन लौह एवं इस्पात को उत्पादों को जिनके संबंध में कम से कम एक घरेलू निर्माता मौजूद हो, अधिसूचित किया जाएगा। स्थायी समिति से परामर्श किया जा सकता है।
- 5.1.9 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित परिशिष्ट ख में दिए गए लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के लिए लागू है।
- 5.1.10 लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत मालों की घरेलू खरीद के लिए नीति लौह एवं इस्पात उत्पादों का निर्माण करने के लिए और न कि वाणिज्यिक पुनः बिक्री के उद्देश्य से पूंजीगत मालों की खरीद के वास्ते और सार्वजनिक क्षेत्र के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/प्रतिष्ठानों पर लागू है।
- 5.1.11 यह नीति ई पी सी संविदा और/अथवा सार्वजनिक क्षेत्र से इस्पात निर्माताओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों की किसी अन्य आवश्यकता को पूरा करने के लिए निजी एजेंसियों द्वारा लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की खरीद पर लागू है।
- 5.1.12 सरकारी एजेंसियां जो लौह एवं इस्पात उत्पादों के निर्माण के लिए पूंजीगत माल और लौह एवं इस्पात उत्पादों की खरीद में उन स्थितियों में शामिल हैं जहां लौह एवं इस्पात उत्पादों का उल्लेख परिशिष्ट क और परिशिष्ट ख में नहीं किया गया हो, स्थायी समिति को निर्धारित मानदंडों के साथ इस उत्पाद के विवरण और तकनीकी विनिर्देशन उपलब्ध करायेगा। स्थायी समिति खंड 3 और खंड 4 में अधिदेश के अनुसार कार्य करेगी।

- 5.2 इस्पात मंत्रालय (एम ओ एस) परिशिष्ट क में दिए गए न्यूनतम निर्धारित घरेलू मूल्यवर्धन के साथ लौह एवं इस्पात उत्पादों को अधिसूचित करेगा।
- 5.3 लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के संबंध में नीतिगत दिशानिर्देश, परियोजना के आकार पर विचार किये बिना परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की सभी खरीदों के लिए सार्वजनिक क्षेत्र के इस्पात निर्माताओं पर लागू होंगे।
- 5.4 परिशिष्ट क में लौह एवं इस्पात उत्पादों के लिए तथा परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के लिए सुझाव दिए गए न्यूनतम घरेलू मूल्यवर्धन आवश्यकता घरेलू आपूर्तिकर्ता का आधार, आपूर्तिकर्ताओं की संख्या और खपत की तुलना में आयात का अनुपात जैसे कारकों के आधार पर तय किया गया है।
- 5.5 घरेलू मूल्यवर्धन आवश्यकता संबंधी मानदंडों का इस प्रकार से निर्धारण किया जाएगा जिस से कि यह किसी दिए गए समय में लौह एवं इस्पात उत्पादों के लिए घरेलू उद्योग की औसत/औसत से अधिक निर्माण क्षमता दर्शाता हो। स्थायी समिति द्वारा समय समय पर उपयुक्त रूप से इसकी समीक्षा की जाएगी और आवश्यकता पड़ने पर इस्पात मंत्रालय के अनुमोदन से इसमें संशोधन किया जाएगा।
- 6. सरकार एवं सरकारी एजेंसियों द्वारा खरीद के लिए निविदा प्रक्रिया**
- 6.1 खरीद करने वाली/सरकारी एजेंसियां डी एम आई एंड एस पी का पालन करते समय वित्त मंत्रालय और सी वी सी के अनुदेशों के अनुसार मानक खरीद संबंधी प्रक्रियाओं का पालन करेगी। यह नीति सभी निविदाओं जहां कीमत बोली नहीं खोली गई है, में इसके अधिसूचना की तिथि से लागू होगी।
- 6.2 दोनों वस्तुओं की खरीद तथा ई पी सी संविदाओं के लिए निविदा दस्तावेज में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए लौह एवं इस्पात उत्पादों तथा पूंजीगत माल (जैसा कि परिशिष्ट क और परिशिष्ट ख में दर्शाया गया है, के लिए बोली लगाने वाले द्वारा न्यूनतम निर्धारित घरेलू मूल्यवर्धन का पालन करने के लिए अर्हता मानदंडों का स्पष्ट उल्लेख होना चाहिए।
- 6.3 घरेलू उत्पादों के विकास का सहयोग करने में, लौह एवं इस्पात व्यापार क्रियाकलापों में घरेलू मूल्यवर्धन का लक्ष्य निर्धारित किया गया है जिसे **परिशिष्ट क और परिशिष्ट ख** में दिया गया है।
- 6.4 परिशिष्ट क में लौह और इस्पात उत्पादों के खरीद की प्रक्रिया केवल उन निर्माताओं/आपूर्तिकर्ताओं के लिए ही खुली रहेगी जिसमें घरेलू मूल्यवर्धन लक्ष्यों को पूरा करने/उससे ज्यादा पूरा करने की क्षमता हो। घरेलू मूल्यवर्धन लक्ष्यों को पूरा न करने वाले निर्माता/आपूर्तिकर्ता बोली लगाने में भाग लेने के लिए पात्र नहीं हैं।
- 6.5 परिशिष्ट ख में दी गई मदों के मामलों में, यदि खरीद करने वाली कंपनी की राय में, निविदाओं (खरीदी गई मात्रा) को 50:50 के निर्धारित अनुपात में नहीं बांटा जा सकता है, तब उनके पास मात्रा जो 50 प्रतिशत से कम नहीं हो, जो कि विभाज्य हो, के लिए पात्र घरेलू निर्माता को संविदा देने का अधिकार होगा।
- 6.6 उपर्युक्त शर्त को जारी रखते हुए, परिशिष्ट ख की मदों के लिए, यदि निविदा दी गई मद विभाज्य न हो (खरीद करने वाली कंपनी द्वारा निविदा दस्तावेज में शामिल किए जाने के लिए) यह संविदा समग्र मात्रा के लिए पात्र घरेलू निर्माता को दी जा सकती है।
- 6.7 परिशिष्ट ख के मदों के मामलों में, यदि घरेलू मूल्यवर्धन की आवश्यकताओं को पूरा करने वाले पात्र निर्माताओं में से कोई भी एल1 की बोली के अनुरूप न हो, तब एल1 की बोली धारण करने वाले मूल बोली लगाने वाला खरीद के पूर्ण मूल्य के लिए आदेश प्राप्त करेंगे।
- 6.8 वे बोली लगाने वाले जो लौह एवं इस्पात उत्पादों के घरेलू निर्माताओं के बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह हैं इस नीति के अंतर्गत घरेलू निर्माताओं की ओर से बोली लगाने के लिए पात्र हैं। हालांकि, यह निम्नलिखित शर्तों के अध्यक्षीन होगा।
- 6.8.1 बोली लगाने वाले घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों की बिक्री करने के लिए घरेलू निर्माता द्वारा जारी किए गए अधिकार प्रमाण पत्र प्रस्तुत करेगा।

- 6.8.2 यदि खरीद को डी एम आई एंड एस पी नीति के परिशिष्ट क के अंतर्गत शामिल किया गया हो तब बोली लगाने वाला यह घोषणा करते हुए खरीद करने वाली एजेंसी को घरेलू निर्माता द्वारा जारी किया गया स्व-प्रमाणन का शपथ पत्र प्रस्तुत करेगा कि लौह और इस्पात उत्पादों का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के मामले में किया जाता है।
- 6.8.3 यदि खरीद को डी एम आई एंड एस पी नीति के परिशिष्ट ख के अंतर्गत शामिल किया गया हो तब बोली लगाने वाला यह घोषणा करते हुए घरेलू निर्माता को सांविधिक लेखा परीक्षक द्वारा जारी किया गया प्रमाणन प्रस्तुत करेगा कि लौह और इस्पात उद्योग में उपयोग किये जाने वाले पूंजीगत माल का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के मामले में किया जाता है।
- 6.8.4 बोली लगाने वाले की यह जिम्मेदारी होगी कि वह इस नीति के अनुसार खरीद करने वाली एजेंसी को घरेलू निर्माता द्वारा जारी किये जाने के लिए अपेक्षित अन्य आवश्यक दस्तावेज प्रस्तुत करे।

7. घरेलू मूल्यवर्धन आवश्यकता

- 7.1 घरेलू रूप में निर्मित लौह और इस्पात उत्पाद अथवा पूंजीगत माल के रूप में उत्पाद के रूप में पात्र होने के लिए न्यूनतम घरेलू मूल्यवर्धन आवश्यकता का उल्लेख परिशिष्ट क और परिशिष्ट ख में किया गया है।
- 7.2 घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिसमें से प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण करने वाले संयंत्र में आयात की गई इनपुट सामग्री की पहुंच लागत (सभी सीमा शुल्कों को शामिल करते हुए) घटाई जाएगी।
- 7.2.1 यदि लौह और इस्पात उत्पादों को घरेलू इनपुट इस्पात (अर्ध तैयार/तैयार इस्पात) का उपयोग करके निर्माण किया जाता हो, तब खरीदी गई मात्रा और अन्य संबंधित दस्तावेजों के साथ वास्तविक घरेलू उत्पादों से खरीद का बीजक खरीद करने वाली सरकारी एजेंसी को अवश्य प्रस्तुत किया जाना चाहिए।
- 7.2.2 यदि लौह एवं इस्पात उत्पादों ने इनपुट इस्पात का आयात किया हो तब खरीदी गई मात्रा और अन्य संबंधित दस्तावेजों के साथ वास्तविक उत्पादकों से खरीदों के बीजकों को अलग से प्रस्तुत किया जाना चाहिए। घरेलू मूल्यवर्धन की सीमा निकालने के लिए, दोनों इनपुट इस्पातों (आयात किये और घरेलू) की भारत औसत पर विचार यह सुनिश्चित करने के लिए किया जाएगा कि इस नीति की न्यूनतम निर्धारित घरेलू मूल्यवर्धन आवश्यकता का पालन किया गया है।
- 7.3 यह सिफारिश की जाती है कि निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।

लौह एवं इस्पात उत्पादों के लिए

% घरेलू मूल्यवर्धन

$$= \frac{\text{अंतिम उत्पाद की निवल बिक्री कीमत} - \text{संयंत्र में आयात किये गये लौह अथवा इस्पात की पहुंच लागत}}{\text{अंतिम उत्पाद की निवल बिक्री कीमत}} \times 100\%$$

पूंजीगत माल के लिए

% घरेलू मूल्यवर्धन

$$= \frac{\text{अंतिम उत्पाद की निवल बिक्री कीमत} - \text{संयंत्र में आयात किये गये इनपुट सामग्री की पहुंच लागत}}{\text{अंतिम उत्पाद की निवल बिक्री कीमत}} \times 100\%$$

8. प्रमाणन और लेखा परीक्षण

- 8.1 परिशिष्ट क में दिए गए उत्पादों के लिए, प्रत्येक घरेलू निर्माता यह घोषणा करते हुए खरीद करने वाली सरकारी एजेंसी को स्व-प्रमाणन का शपथ पत्र प्रस्तुत करेगा कि लौह एवं इस्पात उत्पाद का निर्धारित घरेलू मूल्यवर्धन के संबंध में घरेलू स्तर पर निर्माण किया गया है। परिशिष्ट ख के पूंजीगत माल के लिए, बोली लगाने वाला यह घोषणा करते हुए घरेलू निर्माता को सांविधिक लेखा परीक्षक द्वारा जारी किया गया प्रमाणन प्रस्तुत करेगा कि पूंजीगत माल का निर्माण घरेलू स्तर पर निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। वे बोली लगाने वाले जो लौह एवं इस्पात उत्पादों के घरेलू निर्माताओं का एकमात्र बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह हैं, ई पी सी के अंतर्गत घरेलू निर्माताओं की ओर से बोली लगाने के लिए पात्र हैं।

बोली लगाने वाला घरेलू निर्माताओं के द्वारा जारी किए गए स्व-प्रमाणन और सांविधिक लेखा परीक्षकों द्वारा जारी किये गये प्रमाणनों को यह घोषणा करते हुए खरीद करने वाली एजेंसी को प्रस्तुत करेगा कि लौह एवं इस्पात उत्पादों का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। स्व प्रमाणन का शपथ पत्र इन दिशानिर्देशों से संलग्न प्रपत्र 1 में प्रस्तुत किया जाएगा।

- 8.2 घरेलू निर्माता की यह जिम्मेदारी होगी कि वह यह सुनिश्चित करे कि इस प्रकार से दावा किये गये उत्पादों का घरेलू स्तर पर उस उत्पाद के लिए निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। बोली लगाने वाले से यह भी अपेक्षित होगा कि वह घरेलू निर्माता के सांविधिक लेखा परीक्षकों द्वारा विधिवत प्रमाणित अर्धवार्षिक (सितंबर 30 और मार्च 31) आधार पर घरेलू मूल्यवर्धन प्रमाणपत्र उपलब्ध कराये कि पहले 6 महीनों के दौरान इस उत्पाद के लिए किये गये घरेलू मूल्यवर्धन के दावे इस नीति के अनुसार हैं। इस प्रकार के प्रमाण पत्र को संबंधित सरकारी एजेंसियों को प्रत्येक छमाही के शुरू होने के 60 दिनों के भीतर प्रस्तुत किया जाएगा और उस उत्पादों की आपूर्ति को पूरा करने तक प्रस्तुत करता रहेगा।
- 8.3 खरीद करने वाली एजेंसी बोली लगाने वाले द्वारा प्रस्तुत किये गये इस्पात उत्पाद में घरेलू मूल्यवर्धन के संबंध में स्व-प्रमाणन का शपथ पत्र स्वीकार करेगा। सामान्य तौर पर खरीद करने वाली एजेंसी की यह जिम्मेदारी होगी कि वह इस दावे की सत्यता की जांच करे। इसकी सत्यता प्रदर्शित करने की जिम्मेदारी बोली लगाने वाले की होगी जब उसे ऐसा करने के लिए कहा जाए।
- 8.4 यदि खरीद करने वाली एजेंसी अथवा संबंधित सरकारी एजेंसी द्वारा लौह एवं इस्पात उत्पादों में घरेलू मूल्यवर्धन के संबंध में बोली लगाने वाले के दावे के विरुद्ध कोई शिकायत प्राप्त होती है तब खरीद करने वाली एजेंसी के पास सभी संबंधित दस्तावेजों का निरीक्षण करने और उसकी जांच करने तथा निर्णय लेने का पूर्ण अधिकार होगा। यदि कोई स्पष्टीकरण की आवश्यकता होती है तब मामले को तकनीकी सहायता के लिए अनुरोध के साथ इस्पात मंत्रालय को भेजा जा सकता है।
- 8.5 सरकारी एजेंसी को भेजे गए किसी शिकायत का निपटारा सभी आवश्यक दस्तावेजों को प्रस्तुत करने के साथ इसे भेजे जाने के 4 सप्ताह के भीतर किया जाएगा। बोली लगाने वाले से यह अपेक्षित होगा कि वह शिकायत दायर करने के 2 सप्ताह के भीतर सरकारी एजेंसी को लौह एवं इस्पात उत्पादों में दावा किये गये घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे।
- 8.6 यदि इस मामले को इस्पात मंत्रालय के पास भेजा जाता है तब इस्पात मंत्रालय के अधीन गठित शिकायत निवारण समिति सरकारी एजेंसी के दृष्टिकोण पर विचार करने के बाद बोली लगाने वाले से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा करेगी। बोली लगाने वाले से यह अपेक्षित होगा कि वे इस मामले के संदर्भ के 2 सप्ताह के भीतर इस्पात मंत्रालय के अंतर्गत शिकायत निवारण समिति को लौह एवं इस्पात उत्पादों में दावा किए गए घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे। यदि बोली लगाने वाले द्वारा कोई सूचना प्रस्तुत नहीं की जाती है तब शिकायत निवारण समिति दावे की प्रामाणिकता अधिक करने के लिए सरकारी एजेंसी के परामर्श से आगे आवश्यक कार्रवाई कर सकती है।
- 8.7 घरेलू मूल्यवर्धन की निर्धारित सीमा का आकलन करने की लागत का वहन खरीद करने वाली एजेंसी द्वारा किया जाएगा यदि घरेलू मूल्यवर्धन प्रमाण पत्र के अनुसार सही पाया गया हो। हालांकि, यदि ऐसा पाया गया हो कि दावा किए गए अनुसार घरेलू मूल्यवर्धन सही नहीं है तब आकलन की लागत बोली लगाने वाले द्वारा भुगतान के योग्य होगी जिन्होंने एक गलत प्रमाण पत्र प्रस्तुत किया है। इसे लागू करने के तरीके को निविदा दस्तावेज में परिभाषित किया जाएगा।

9. प्रतिबंध

- 9.1 प्रत्येक सरकारी एजेंसी निविदा दस्तावेज में निर्धारित घरेलू मूल्यवर्धन का बोली लगाने वाले के द्वारा गलत घोषणा किए जाने की स्थिति में दण्ड को स्पष्ट रूप से परिभाषित करेगा। इस दण्ड में ऐसे निर्माता/सेवा प्रदाता की ई एम डी को जब्त करना, अन्य वित्तीय दंड लगाना और उसे काली सूची में डालना शामिल हो सकता है।
- 9.2 संबंधित बोली लगाने वाले के द्वारा इस्पात मंत्रालय को किसी प्रकार की शिकायत भेजे जाने की स्थिति में, 10 लाख रुपए अथवा खरीदी जा रही डी एम आई एंड एस पी के मूल्य का 0.2 प्रतिशत (अधिकतम 20 लाख के अध्यक्षीन) इसमें से जो भी अधिक हो, का शिकायत शुल्क होगा जिसका भुगतान शिकायतकर्ता द्वारा शिकायत के साथ इस्पात मंत्रालय के अधीन शिकायत निवारण समिति के पास जमा किए गए डिमाण्ड ड्राफ्ट के द्वारा किया जाएगा। यदि, शिकायत को सही नहीं पाया जाता है तब सरकारी एजेंसी के पास उक्त राशि को जब्त करने का अधिकार सुरक्षित है। यदि शिकायत पर्याप्त रूप से सही पाई जाती है तब शिकायतकर्ता द्वारा जमा किए गए शुल्क को बिना किसी ब्याज के वापिस किया जाएगा।

10. इस्पात मंत्रालय द्वारा कार्यान्वयन की मॉनीटरिंग

- 10.1 इस नीति के प्रावधान प्रकाशन की तिथि से 5 वर्षों की अवधि के लिए लागू रहेंगे। इस नीति की अवधि को इस्पात मंत्रालय के विवेक से और आगे बढ़ाया जा सकता है।
- 10.2 इस्पात मंत्रालय इस नीति के कार्यान्वयन की मानीटरिंग करने के लिए नोडल मंत्रालय होगा।
- 10.3 डी एम आई एंड एस पी नीति के अंतर्गत सभी लागू एजेंसियां इस नीति का कार्यान्वयन सुनिश्चित करेगी और वार्षिक रूप से जून के महीने में एक घोषणा भेजेगी जिसमें इस नीति के अनुपालन की सीमा और पिछले वित्तीय वर्ष के दौरान उसके अनुपालन न किए जाने के कारणों को दर्शाया जाएगा।

इस्पात मंत्रालय को संदर्भ

किसी ऐसे प्रश्न की स्थिति में कि क्या खरीदी जा रही मद इस नीति के अंतर्गत शामिल किए जाने वाले डी एम आई एंड एस पी है, इस मामले को स्पष्टीकरण के लिए इस्पात मंत्रालय के पास भेजा जाएगा।

परिशिष्ट क - घरेलू स्तर पर निर्मित उत्पादों के लिए अनन्य

क्र. सं.	लौह एवं इस्पात उत्पादों की सांकेतिक सूची	लागू एच एस कोड	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, हॉट रोलड, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7208	50%
2	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, कोल्ड रोलड (कोल्ड - कम किया हुआ), न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	50%
3	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	50%
4	600 मि. मी. से कम की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7211	35%
5	600 मि. मी. कम की चौड़ाई का लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7212	35%
6	लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ऐंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोलड	7213	35%
7	लौह अथवा गैर एलॉय इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोलड, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	35%
8	लौह अथवा गैर एलॉय इस्पात का अन्य बार्स एंड रोड्स	7215	35%
9	लौह अथवा गैर एलॉय इस्पात का एंगल, शेष और सेक्शन्स	7216	35%
10	लौह अथवा गैर एलॉय इस्पात का तार	7217	50%
11	600 मि. मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोलड इस्पात	7219	50%
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोलड इस्पात	7220	50%
13	स्टेनलैस स्टील का अन्य बार्स और रोड्स; स्टेनलैस स्टील का एंगल शेष और सेक्शन्स	7222	50%
14	अन्य एलॉय इस्पात का तार	7229	35%
15	लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50%

16	कास्ट लौह का ट्यूब, पाइप और होलो पाइप	7303	35%
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात का ट्यूब पाइप और होलो प्रोफाइल, सीमलैस	7304	35%
18	लौह अथवा इस्पात का सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि. मी. से अधिक हो	7305	35%
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और होलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	35%
20	लौह अथवा इस्पात का ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	35%
21	स्टेनलैस स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोलड	7221	35%
22	स्टेनलैस स्टील का वायर	7223	35%
23	इलेक्ट्रिकल स्टील सहित 600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोलड इस्पात	7225	35%
24	इलेक्ट्रिकल स्टील सहित 600 मि. मी. से कम की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोलड इस्पात	7226	35%
25	अन्य एलॉय स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रोड, हॉट रोलड	7227	15%
26	अन्य एलॉय स्टील का अन्य बार्स और रोड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शनस; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रिल बार्स और रोड्स	7228	35%
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रिल किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शनस	7301	15%
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेब्रिकेटेड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	15%
29	300 लीटर से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	15%
30	अधिकतम 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	15%
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा सरलीकृत गैस के लिए कन्टेनर	7311	15%
32	लौह अथवा इस्पात का स्टेंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	15%
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार किया हुआ वायर; दिवस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से दिवस्ट किया हुआ डबल वायर	7313	15%
34	लौह अथवा इस्पात तार का ड्रिल, नेटिंग और फेनसिंग; लौह अथवा इस्पात का विस्तार किया हुआ धातु	7314	15%

35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	15%
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	15%
37	लौह एवं इस्पात की वस्तुएं	7317	15%
38	लौह एवं इस्पात की वस्तुएं	7318	15%
39	लौह एवं इस्पात की वस्तुएं	7319	15%
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीन्स	7320	15%
41	लौह अथवा इस्पात का स्टोक्स, रेंज, ग्रेड, कूकर (केंद्रीय हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वामर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	15%
42	लौह अथवा इस्पात का केंद्रीय हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	15%
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	15%
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसको पाटर्स	7324	15%
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	15%
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तु	7326	15%
47	रेलवे अथवा ट्रामवे पैसेंजर कोच जो स्वयं आगे नहीं बढ़ता हो	8605	50%
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्वयं आगे नहीं बढ़ता हो	8606	50%
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सल और फोज्ड किया हुआ पहिया और उसका हिस्सा	8607	50%

विवरणों में शामिल किए गए उत्पाद सांकेतिक हैं; विनिर्दिष्ट एच एस कोड के अंतर्गत सभी उत्पादों को परिशिष्ट के भाग के रूप में शामिल किया गया है।

परिशिष्ट ब

लौह और इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की सांकेतिक सूची (जो विस्तृत नहीं है)

क्र. सं.	संयंत्र शॉप	पूंजीगत माल	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	कच्चा माल संभाल प्रणाली	चूर्ण की हुई सामग्री के लिए एप्रोन फीडर, बेरल कप्लिंग, हैवी ड्यूटी बियेरिंग, हाइड्रोलिक डिक्स ब्रेक्स, टैंकर एंड कंटेनर, पाइप कंवेयर के लिए कंवेयर बेल्ट, हाई एंगल कंवेयर प्रणाली, क्रशर्स, क्रेन रेल लुब्रिकेशन, चार गरडर ग्राइडर ई ओ टी क्रेन, क्रेन वेइंग प्रणाली, क्रेन एयर कंडीशनिंग, फ्यूड कप्लिंग, 4 लिफ्ट ट्रक्स, हाइड्रोलिक मोटर्स, हाइड्रोलिक सिस्टम, लॉकिंग एसेम्बली (फ्रिक्शन ग्रिप), लोड सेल्स, लेवल सेन्सर्स, पाइप कंवेयर प्रणाली, प्लग/पाडेल फीडर, न्यूमेटिक हुलाई - घना एवं लिन फेस, रिक्लेमर्स, रेडियो रिमोट कंट्रोल, रेल फिक्सिंग व्यवस्था (विशेष), रेपिड/प्लेड लोडिंग प्रणाली, स्टेकर्स, स्पेशल स्क्रीन, स्लिव रिंग बियरिंग, ट्रिपलर्स, ट्रांसफर कार, टॉग्स (स्पेशल), बाइब्रेशन, आइसोलेशन प्रणाली (स्परिंग डम्पर) वेगन टिप्पलर्स, वेगन लोडर	50%
2	मिनिरल बेनिफिकेशन (लौह अयस्क और कोयला) उपकरण	इंडस्ट्रीयल क्रशर्स, ग्राइनिंग मिल, परम्परागत स्क्रीन, स्लूरी पम्पस, हिरेट थिकनर्स, फिल्टर्स, हाइड्रोक्लोन्स	50%

3	कॉक अवेन	कोक ओवन सिलिका रिफेक्टरी, एन्करेज सिस्टम, ब्रंवर नरइन के साथ वेस्ट गैस वाल, फ्लेस प्लेट, डोर फ्रेम, डोर बाँड़ी, माइनर कास्टिंग: गुजनेक, वाल बॉक्स, ए पी लिड, चार्जिंग और इंस्पेक्शन होल लिड एंड फ्रेम रिक्सिंग मेकेनिजम, केंद्रीकृत लूब्रिकेशन प्रणाली हाइड्रोजेट डोर क्लीनिंग तंत्र, कोड कंवेयर सिस्टम, स्किप होइस्ट, डोर लोवरिंग रैक, आइसोलेशन/रिक्सिंग कॉक्स, II ऑटोमेशन, अवेन मशीन	50%
4	उप-उत्पाद संयंत्र	प्राथमिक गैस कूलर, इलेक्ट्रोस्टेटिक तार प्रेसिपिटेटर, H ₂ S, NH ₃ और नप्थलिन स्कूब्वर, कोम्बी स्ट्रीप्पर, फ्लेशिंग लिक्व पम्प, क्लास किन, क्लाक रियेक्टर, वेस्ट हीट बायलर, डिक्लेटर्स	50%
5	सिंटर संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्प्रोकेट ऐसेम्बली कवर्ड रेल, स्लाइड रेल, हॉट सिंटर ब्रेकर और ग्रिजली, डिप रेल एंड रनिंग रेल, प्रोसेस फेन के लिए इम्पेलर ऐसेम्बली, सिन्टर मशीन का ड्राइव ऐसेम्बली, उच्च तीव्रता वाला मिक्सर और नोडूलाइजर	50%
6	पेलेट संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्प्रोकेट ऐसेम्बली कवर्ड रेल, स्लाइड रेल, रनिंग रेल वरटिकल रोलर मिल, प्रोसेस फेन के लिए इम्पेलर ऐसेम्बली, इनडूरेंटिंग मशीन का ड्राइव ऐसेम्बली, उच्च तीव्रता वाला मिक्सर, बालिंग डिक्स, सिंगल डेक्स रोलर स्क्रीन एंड डबल डेक्स रोलर स्क्रीन	50%
7	ब्लास्ट फरनेस उपकरण	ब्लेडर वाल के साथ बेल रहित टॉप प्रणाली, एस जी आयरन स्टेव कूलर, कोपर स्टेव कूलर, स्टॉक लेवल इंडिकेटर (रडार टाइप), मड गन, ड्रिलिंग मशीन एंड मेनिपुलेटर, गैस क्लिलिंग प्लांट प्रणाली, इसके बाइस-पास वाल सहित टॉप रिक्वरी टूबाइन सिस्टम, डि-ब्रिकिंग मशीन, रि-रेलिंग उपकरण, पी सी आई प्रणाली, पी सी आई के लिए ग्राइन्डिंग मिल, स्टॉक लेवल इंडिकेटर, टूयेरे स्टाक ऐसेम्बली, वेस्ट हीट रिक्वरी प्रणाली, बी एफ एवं हॉट ब्लास्ट स्टोव प्रौद्योगिकीय वाल, एब्व बर्डन प्रोब्स, स्लग ग्रेन्यूलेशन यूनिट, टूयेरे एंड टूयेरे कूलर, टोरपेडो लेडल कार, बी एफ हरथ रिफेक्ट्री	50%
8	डायरेक्ट रिडक्शन प्लांट उपकरण	चार्ज डिस्ट्रीब्यूटर, अपर एंड लोअर सील लेग, रिफोमर एंड रि-क्यूरेटर सिस्टम, बर्डन फिडर्स, टूबो-एक्सपेंडर, प्रोसेस गैस कम्प्रेसर, सील गैस कम्प्रेसर एवं बोटम सील गैस कम्प्रेसर, सील गैस जेनरेटर एवं डायर्स, प्रोसेस गैस हीटर, CO ₂ रिमूवल प्लांट	50%
9	बेसिक ऑक्सीजन फर्नेस उपकरण	मुख्य और अनुरक्षण उपकरण जिसमें कंवेटर, गनिंग मशीन, रिफेक्ट्री/स्लग मॉनीटरिंग उपकरण, कंवेटर वेसेल, ट्रनिअन रिंग एंड सस्पेंशन प्रणाली, ट्रनिअन बियरिंग और हाउसिंग, कंवेटर बुल गियर यूनिट और टिल्ट ड्राइव सिस्टम, कंवेटर के रोटेरी ज्वाइंट, बोटम स्ट्रिंग सिस्टम, क्लपिंग के साथ लांस बाडी, लांस कोपर टिप्स, ऑक्सीजन ब्लोविंग/बोटम स्टीरिंग के लिए वाल स्टेशन, सब-लान सिस्टम, प्रोसेस मॉड्यूल अर्थात् प्रोसेस साफ्टवेयर/हार्डवेयर के साथ ऑफ गैस एनेलाइजर, कंटेनर लैब मेजरमेंट प्रोब, स्विच ओवर स्टेशन, प्राइमरी गैस के लिए आई डी फेन, होट मेटल और स्टील लेडल, लेडल ट्रांसफर कार, लेडल अनुरक्षण उपकरण, स्लेग पोट, स्लग पोट ट्रांसफर कार, स्क्रैप बॉक्स क्रेप ट्रांसफर कार, लांस करेज, लांस गाइड, क्रेन एंड हाइस्ट, लांस होइस्ट एंड ट्राली, लांस टिल्टिंग उपकरण, लांस को लिफ्ट करने के लिए ट्रेवस, विभिन्न आकर के बंकर, बिन बाइब्रेटर, वेइंग हूपर, अनुरक्षण स्टेण्ड, डी डस्टिंग सक्शन हूड, टीमिंग/एच एम, लेडल रिलाइनिंग स्टैंड, स्टैंड कूलिंग स्टेक इंस्पेक्शन उपकरण, हूड ट्रेवर्स करेज, रिफेक्ट्री, बाइपास एवं आइसोलेशन वाल्व, फ्लेयर स्टेक एवं इगनिशन सिस्टम, स्क्रबिंग टोवर सेल – वेट गैस क्लीनिंग सिस्टम, डॉग हाउस लेडल ड्रायर, लेडल	50%

		प्री-हीटर, लेडल कूलर, फ्यूम कोलेक्शन हूड्स, क्लीन गैस स्टेक, डस्ट सिलो, वेग ब्रिज, स्लग रिटेनिंग उपकरण	
10	इलेक्ट्रिक आर्क फर्नेस	फर्नेस प्रोपर (जिसमें फ्रनेस लोवर सेल, अपर सेल और रूफ, टिलटिंग प्लेटफार्म, फ्रनेस गेन्ट्री शामिल है) और ट्रांसफार्मर, इलेक्ट्रोल रेगुलेशन प्रणाली, हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेवल I एंड II आटोमेशन सिस्टम के पार्ट्स। एल एफ - वाटर कूलड लेडल रूफ, इलेक्ट्रोड मास्ट एंड आमर्स, इलेक्ट्रोड रेगुलेटिंग सिस्टम, वायर फिडिंग सिस्टम, बोटम इनडरट गैस स्टिरिंग वाल सिस्टम पोरुस प्लग और टॉप लांस के लिए, इमरजेंसी लांसतंत्र, ड्राइव यूनिट के साथ लांस केरेजि सिस्टम, स्वचालित तापक्रम, सेम्पलिंग और बाथ लेवल/ओ2 मेजरमेंट, तापक्रम और आक्सीजन इम्मजन लांस, ड्राइव यूनिट के साथ लांस केरेजि सिस्टम, हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेडल रूफ डेल्टा पोरशन, आर एच प्रोपर (जिसमें लेडल ट्रांसफर कार, बेक्यूम वेसेल, वेसेल लिफ्टिंग और लोवरिंग सिस्टम शामिल है, हाइड्रोलिंग सिस्टम, मल्टी फंक्शन लांस, वाल्व रेक्स/स्टेशन, इलेक्ट्रोड क्लेप यूनिट, इलेक्ट्रोड आमर्स का कंडक्टर, वाटर कूलड केबल, ए आर स्टेरिंग वाल्व रेक, लांस ट्रांसपोर्ट कार, रिफेक्ट्री लांस, हाइड्रोलिक सिलेंडर, लेडल रूफ लिफ्टिंग सिलेंडर, लूब्रिकेशन प्रणाली, सक्शन हूड, डम्पर, वाइब्रो फीडर, वेइंग होपर, वायर फिडिंग प्रणाली, इलेक्ट्रोड निपिलिंग स्टेड, क्रेन, होइस्ट, तापमान और सेम्पलिंग टिप्स, लेडल स्टेंड, ई एस पी, डिडकिंग हूड, रिफेक्ट्री, बेग फिल्टर, क्रेन इत्यादि।	50%
11	सतत कास्टिंग उपकरण	लाडले टरेट, लेडल कवर मेनिपुलेटर, लेडल शारउड मेनिपुलेटर, टनडिस कार, कंटेन्यूअस टनडिस टेम्पेचर मेजरमेंट सिस्टम, टनडिस स्टोपर रूड मेकेनिजम, इमरजेंसी कट-आफ गेट, मोल्ड एसेम्बली, नोजल क्लिक चेंज डिवाइस, मोल्ड ओसीलेटर एंड ई एम एस सिस्टम, इलेक्ट्रो-मेगेनेटिक ब्रेकिंग सिस्टम, स्ट्रेड गाइड सेगमेंट, विदड्रावल एंड स्ट्रेचटेनिंग यूनिट (डब्ल्यू एस यू), रोल गेप चेकर इमरजेंसी टार्च कटर, टार्च कटिंग मशीन, डेब्रर, मार्किंग मशीन, टेकेनोलोजी कंट्रोल सिस्टम एंड प्रोसेस मोडल, ब्लेक रिफेक्ट्रीज, स्ट्रेड गन्डे सेगमेंट, टनडिश, लाडले कवर, रोलर टेबल एंड आक्सीलिरिज, माल्ड एंड सेगमेंट मेनटेनेस इक्यूपमेंट टनडिस मेनटेनेस इक्यूपमेंट, ई एम बी आर सिस्टम	50%
12	फ्लेट मिल प्रोडक्ट	लार्ज कास्टिंग एंड फार्जिंग लाइक मिल हाउसिंग, बेड प्लेट्स वर्क्स रोल, बेकअप रोल, इंड स्पिंडल्स; रोलर टेबल, बेकअप रोल एंड वर्क रोल चक्स क्वाइलर/टेनशन रिल/अनक्वाइलर, ए जी सी सिलंडर, शेयर्स, लेवेलेर्स, लाजर वेल्डर, पेकेजिंग मशीन, नॉन कान्टेक्ट, गेज/प्रोफाइल गेज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, गियर बॉक्स, मिल मोटर्स	50%
13	लॉंग मिल प्रोडक्ट	मिलस हाउसिंग, बेड प्लेट, वर्क रोल, बेकअप रोल, स्पिनडेल्ल्स; रोलर टेबल, कॉयलर /टेंशन रिल /अनकॉयलर, शेयर्स, बिल्डट वेल्डर, पेकेजिंग मशीन, नान-कानटेक्ट गॉज/प्रोफाइल गॉज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, फिनिशिंग ब्लाक्स, गियर बॉक्स, मिल मोटर	50%

* परिशिष्ट ख में मर्दे निर्माण करने वाले इस्पात के लिए पूंजीगत सामानों की एक सांकेतिक सूची है, यह सूची विस्तृत नहीं है। इस्पात के निर्माण के लिए सभी पूंजीगत मालों पर 50% की न्यूनतम घरेलू मूल्यवर्धन आवश्यकता के साथ इस नीति के अंतर्गत खरीद वरीयता के लिए विचार किया जाएगा।

फार्म - 1

100/- रुपए के स्टाम्प पेपर पर दिए जाने के लिए लौह एवं इस्पात उत्पादों/पूंजीगत मालों में घरेलू मूल्यवर्धन के संबंध में स्व-प्रमाणन शपथ के लिए प्रपत्र :

मैं _____ सुपुत्र, सुपुत्री, पत्नी, _____ का निवासी _____
_____ एतद् द्वारा निष्ठापूर्वक नीचे दिए गए अनुसार वचन देता हूँ और घोषण करता हूँ :

कि मैं अधिसूचना सं. : _____ के माध्यम से जारी किए गए भारत सरकार की नीति के नियम और शर्तों का पालन करने के लिए सहमत होऊंगा।

कि यहां नीचे दी गई सूचना मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही है और मैं घरेलू मूल्यवर्धन का आकलन करने के प्रयोजन से खरीद करने वाली एजेंसी के समक्ष संगत रिकार्ड प्रस्तुत करने का वचन देता हूँ।

कि सभी इनपुट्स के लिए घरेलू मूल्यवर्धन जिसमें उक्त लौह एवं इस्पात उत्पाद शामिल हैं का सत्यापन मेरे द्वारा कर लिया गया है और मैं उसमें किये गये दावों की सत्यता के लिए जिम्मेदार हूँ।

कि इसमें उल्लिखित उत्पाद घरेलू मूल्यवर्धन सही नहीं पाये जाने और मूल्यवर्धन के लिए निर्धारित मानदंडों को पूरा नहीं किये जाने की स्थिति में, घरेलू मूल्यवर्धन का आकलन करने के उद्देश्य से खरीद करने वाली एजेंसी के आकलन के आधार पर मैं 36 महीनों की अवधि के लिए किसी सरकारी निविदा से अयोग्य ठहराया जाऊंगा। इसके अलावा मैं इस प्रकार के आकलन की सभी लागतों का वहन करूंगा।

कि मैंने अधिसूचना संख्या _____ जिसमें सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को वरीयता दी गई है, में संदर्भित सभी शर्तों का पालन किया है और यह कि खरीद करने वाली एजेंसी को एतद् द्वारा अधिकार दिया जाता है कि वह मेरे ई एम डी को जब्त करे। मैं यह भी वचन देता हूँ कि आकलन की लागत का भुगतान करूंगा और निविदा दस्तावेज में यथा उल्लिखित सभी दण्ड राशि का भुगतान करूंगा।

मैं 8 वर्षों की अवधि के लिए कम्पनी के रिकॉर्ड में निम्नलिखित सूचना रखने के लिए सहमत हूँ और किसी सांविधिक प्राधिकारी को सत्यापन के लिए इसे उपलब्ध कराऊंगा।

- i. बोली लगाने वाले का नाम और ब्यौरा (पंजीकृत कार्यालय, विनिर्माण इकाई का स्थान, कानूनी प्रतिष्ठान की प्रकृति)
- ii. वह तिथि जब यह प्रमाण पत्र जारी किया गया है।
- iii. लौह एवं इस्पात उत्पाद जिसके लिए इस प्रमाण पत्र को प्रस्तुत किया जाता है।
- iv. खरीद करने वाली एजेंसी जिसे यह प्रमाण पत्र प्रस्तुत किया जाता है।
- v. दावा की गई घरेलू मूल्यवर्धन की प्रतिशतता और क्या यह निर्धारित घरेलू मूल्यवर्धन के आरंभिक मूल्य को पूरा करता है।
- vi. विनिर्माता की इकाई का नाम और संपर्क विवरण
- vii. लौह और इस्पात उत्पादों की निवल बिक्री कीमत
- viii. संयंत्र तक भाड़ा, बीमा और रखरखाव
- ix. लौह एवं इस्पात उत्पादों का निर्माण करने के लिए उपयोग की जाने वाली इनपुट इस्पात (आयात किया गया) की सूची और कुल लागत मूल्य।
- x. इनपुट इस्पात जिसकी आपूर्ति घरेलू स्तर पर की जाती है की सूची और कुल लागत
- xi. कृपया यदि इनपुट इन हाऊस नहीं हो तब आपूर्तिकर्ताओं से प्राप्त घरेलू मूल्यवर्धन प्रमाणपत्र संलग्न करें।
- xii. आयात किये गये इनपुट इस्पात के लिए, सी आई एफ मूल्य, शुल्क और करों, पोर्ट पर उतारने से संबंधित प्रभारों और अंतर्देशीय भाड़े की लागत के ब्यौरे के साथ भारतीय पोर्ट पर पहुंच कीमत।

(प्रतिष्ठान/कंपनी का नाम) के लिए और उसकी ओर से

अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत किये जाने के लिए)

<नाम, पदनाम और संपर्क सं. की प्रविष्टि करें>

MINISTRY OF STEEL**NOTIFICATION**

New Delhi, the 29th May, 2019

G.S.R. 385(E).—The revised Policy for providing preference to domestically manufactured Iron & Steel Products in Government procurement is hereby published for general information.

[F. No.3(2)/2018-IDD]

RASIKA CHAUBE, Addl. Secy.

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2019**1 Background**

- 1.1 This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.
- 1.2 The policy is applicable to iron & steel products as provided in Appendix A and capital goods for manufacturing iron & steel products in Appendix B, produced in compliance to prescribed quality standards, as applicable.
- 1.3 The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.

2 Definitions

- 2.1 **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2 **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix A.
- 2.3 **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.
- 2.4 **Government** for the purpose of the Policy means Government of India.
- 2.5 **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- 2.6 **MoS** shall mean Ministry of Steel, Government of India.
- 2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties
- 2.8 **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.
- 2.9 **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- 2.10 **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 2.11 **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.
- 2.12 **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A.
- 2.13 **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT(formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3 Exclusions

- 3.1 Waivers shall be granted by the Ministry of Steel to all such Government procurements subject to the below conditions.
- 3.1.1 Where specific grades of steel are not manufactured in the country, or
- 3.1.2 Where the quantities as per the demand of the project cannot be met through domestic sources

The exclusion requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of domestically manufactured iron & steel products

4 Standing Committee

A Standing Committee under the Ministry of Steel (MoS) to be chaired by the Secretary (Steel), shall be constituted to oversee the implementation of the policy. The Committee shall comprise of experts drawn from Industry / Industry Association / Government Institution or Body / Ministry of Steel (MoS). The said Committee in MoS shall have the mandate for the following:

- 4.1 Monitoring the implementation of the policy
- 4.2 Review and notify the list of Iron & Steel products and the domestic value addition requirement criteria as mentioned at Appendix A and Appendix B.
- 4.3 Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per section 3
- 4.4 Constitute a separate committee to carry out grievance redressal
- 4.5 The Standing Committee shall submit its recommendations for approval to Ministry of Steel.

5 Notifying Iron & Steel Products Procured by Government

- 5.1 The following guidelines may be used for identifying and notifying the aforementioned products under the policy:
- 5.1.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B.
- 5.1.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel
- 5.1.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.
- 5.1.4 The objective of the policy is to notify all iron & steel products which are procured by Government Agencies for government projects and not with a view to commercial resale or with a view to use in the production of products for commercial sale.
- 5.1.5 The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/entities under their administrative control for purchase of iron & steel products.
- 5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.
- 5.1.7 The policy is applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.
- 5.1.8 Analysis of the availability of various grades of domestic iron and steel products needs to precede for notification under the policy. Only those iron & steel products, in respect of which at least one domestic manufacturer exists, shall be notified. Consultation may be carried out by the Standing Committee.
- 5.1.9 The policy is applicable to capital goods for manufacturing iron & steel products in Appendix B produced in compliance to prescribed quality standards, as applicable.
- 5.1.10 Policy for domestic procurement of capital goods for manufacturing iron and steel products is applicable to all public sector steel manufacturers and all agencies/entities under their administrative control for purchase of capital goods for manufacturing iron & steel products, not with a view to commercial resale.
- 5.1.11 The policy is applicable to purchase of capital goods for manufacturing iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of public sector steel manufacturers and all agencies/entities under their administrative control

- 5.1.12 Government agencies which are involved in procurement of iron and steel products, and capital goods for manufacturing of iron and steel products, in cases where the iron and steel products are not mentioned in Appendix A and Appendix B, shall provide description and technical specifications of the product along with prescribed standards to the Standing Committee. The Standing Committee will act as per mandate in section 3 and section 4.
- 5.2 The Ministry of Steel (MoS) would notify iron & steel products along with the minimum prescribed domestic value addition, furnished at Appendix A.
- 5.3 The policy guidelines on capital goods for manufacturing iron & steel products shall be applicable to public sector steel manufacturers for all purchases of capital goods for manufacturing iron & steel products in Appendix B, irrespective of the project size.
- 5.4 Minimum domestic value addition requirement suggested for iron and steel products in Appendix A, and for capital goods for manufacturing iron and steel products in Appendix B have been decided on the basis of factors such as domestic supplier base, number of suppliers and import to consumption ratio.
- 5.5 The domestic value addition requirement norm shall be so calibrated that it reflects the average/above average manufacturing capability of the domestic industry for the iron & steel products at a point of time. This shall be suitably reviewed by the Standing Committee from time to time and amended, if required with the approval of Ministry of Steel.

6 Tender procedure for procurement by government and government agencies

- 6.1 The procuring/ Government agencies shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC while adhering to DMI&SP. The policy shall come into effect from the date of its notification in all tenders where price bid have not been opened.
- 6.2 The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to minimum prescribed domestic value addition by the bidder for iron and steel products and capital goods for manufacturing iron & steel products(as indicated in Appendix A and Appendix B)
- 6.3 In supporting the growth of domestic products, the target of domestic value addition in iron and steel business activities has been set as contained in **Appendix A and Appendix B**.
- 6.4 For iron and steel products in Appendix A, the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 6.5 In case of Appendix B items, if in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible domestic manufacturer for quantity not less than 50%, as may be divisible.
- 6.6 In continuation to the above clause, for Appendix B items, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible domestic manufacturer for the entire quantity.
- 6.7 In case of Appendix B items, if none of the eligible manufacturers meeting domestic value addition requirements match the L1 bid, the original bidder holding L1 bid shall secure the order for full value of procurement.
- 6.8 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
- 6.8.1 The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.
- 6.8.2 In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
- 6.8.3 In case the procurement is covered under Appendix B of the DMI&SP policy, the bidder shall furnish the certification issued by the statutory auditor to domestic manufacturer declaring that the capital goods to be used in Iron & Steel industry are domestically manufactured in terms of the domestic value addition prescribed.
- 6.8.4 It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

7 Domestic value addition requirement

- 7.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product or a Capital good are mentioned in Appendix A and B.
- 7.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.
- 7.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to the procuring Government agency.
- 7.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 7.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

For Iron and Steel products

% Domestic value addition

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported iron or steel at plant}}{\text{Net selling price of final product}} \times 100\%$$

For Capital Goods

% Domestic value addition

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported input materials at plant}}{\text{Net selling price of final product}} \times 100\%$$

8 Certification and audit

- 8.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. For capital goods in Appendix B, the bidder shall furnish the certification issued by the statutory auditor to the domestic manufacturer declaring that the capital goods are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form 1** attached to these guidelines.
- 8.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be filed till the completion of supply of the said products.
- 8.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 8.4 In case a complaint is received by the procuring agency or the concerned Government Agency against the claim

of a bidder regarding domestic value addition in iron & steel products, the procuring agency shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

- 8.5 Any complaint referred to the Government Agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.
- 8.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish bonafides of claim.
- 8.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.

9 Sanctions

- 9.1 Each Government Agency shall clearly define the penalties, in case of wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties and blacklisting of such manufacturer/ service provider.
- 9.2 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

10 Implementation monitoring by Ministry of Steel

- 10.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.
- 10.2 MoS shall be the nodal ministry to monitor the implementation of the policy.
- 10.3 All applicable agencies under DMI&SP policy shall ensure implementation of the policy and shall annually, in the month of June, send a declaration indicating the extent of compliance to the policy and reasons for noncompliance thereof, during the preceding financial year.

Reference to Ministry of Steel

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.

Appendix A - Exclusive for domestically manufactured products

Sl. No.	Indicative list of Iron & Steel Products	Applicable HS code	Minimum domestic value addition requirement
1	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	50%
2	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	50%
3	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	50%

4	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	35%
5	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	35%
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	35%
7	Other bars and rods of iron or non alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	35%
8	Other bars and rods of iron or non alloy steel	7215	35%
9	Angles, shapes and sections of iron or non-alloy steel	7216	35%
10	Wire of iron or non-alloy steel	7217	50%
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	50%
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	50%
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	50%
14	Wire of other alloy steel	7229	35%
15	Rails, railway or tramway track construction material of iron or steel	7302	50%
16	Tubes, pipes and hollow profiles, of cast iron	7303	35%
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	35%
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	35%
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	35%
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	35%
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	35%
22	Wire of stainless steel	7223	35%
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	35%
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	35%
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	15%
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or nonalloy steel	7228	35%
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	15%
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	15%
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heatinsulated, but not fitted with mechanical or Thermal equipment	7309	15%

30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300 L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	15%
31	Containers for compressed or liquefied gas, of iron or steel	7311	15%
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	15%
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	15%
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	15%
35	Chain and parts thereof, of iron or steel	7315	15%
36	Anchors, grapnels and parts thereof, of iron or steel	7316	15%
37	Articles of iron and steel	7317	15%
38	Articles of iron and steel	7318	15%
39	Articles of iron and steel	7319	15%
40	Springs and leaves for springs, of iron or steel	7320	15%
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	15%
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	15%
43	Tables and similar household articles and parts thereof, of iron or steel	7323	15%
44	Sanitary ware and parts thereof, of iron or steel	7324	15%
45	Other cast articles of iron or steel	7325	15%
46	Electrical steel and other articles of iron or steel	7326	15%
47	Railway or tramway passenger coaches, not self-propelled	8605	50%
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50%
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50%

Products included in descriptions are indicative; all products under the specified HS codes are included as part of the appendix

Appendix B

Indicative list of capital goods(non-exhaustive) for manufacturing iron & steel products

Sl. No.	Plant shop	Capital goods	Minimum domestic value addition requirement
1	Raw material handling system	Apron feeder, barrel couplings, heavy duty bearings, hydraulic disc brakes, tanker & container for powdered materials, conveyor belt for pipe conveyors, high angle conveyor system, crushers, crane rail lubrication system, four girder EOT Crane, crane weighing system, crane air conditioning, fluid couplings, fork lift trucks, hydraulic motors, hydraulic system, locking assembly (friction grip), load cells, level sensors, pipe	50%

		conveyor system, plough/ paddle feeder, pneumatic transportation - dense & lean phase, reclaimers, radio remote control, rail fixing arrangements (special), rapid/ flood loading system, stackers, special screen, slew ring bearings, tipplers, transfer cars, tongs (special), vibration, isolation system (spring damper), wagon tipplers, wagon loaders	
2	Mineral beneficiation (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps, hire thickeners, filters, hydroclones	50%
3	Coke oven	Coke Oven Silica Refractory, Anchorage System, Waste gas valve with branch pipe, Flash Plate, Door Frame, door body, Minor Casting: Gooseneck, Valve box, AP Lid, Charging & inspection hole lid and frame Reversing mechanism, Centralised lubrication system, Hydrojet Door Cleaning Mechanism, Spillage code conveyor system, skip hoist, Door Lowering Rack, Isolation/ Reversing Cocks, Level II automation, Oven machines	50%
4	By-product plant	Primary Gas Cooler, Electrostatic Tar Precipitator, H ₂ S, NH ₃ & Naphthalene Scrubber, Combi Stripper, Flushing Liquor Pump, Claus Kiln, Claus reactors, Waste Heat Boilers, Decanters	50%
5	Sinter plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Hot sinter breaker and Grizzly, Dip rail & running rail, Impeller assembly for Process fan, Drive assembly of Sinter machine, Hi-intensity Mixer & Noduliser	50%
6	Pellet plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, running rail, Vertical roller mill, Impeller assembly for Process fan, Drive assembly of Indurating machine, Hi-intensity Mixer, Balling disc, Single deck roller screen and Double deck roller screen	50%
7	Blast furnace equipment	Bell less top system with Bleeder valve, SG Iron stave coolers, Copper stave coolers, Stock level indicator (Radar Type), Mud gun, Drilling machine and Manipulator, Gas Cleaning Plant system, Top Recovery Turbine system including its by-pass valve, De-bricking Machine, Re-railing equipment, PCI system, Grinding mill for PCI, Stock level indicator, Tuyere Stock assembly, Waste Heat Recovery system, BF & Hot Blast Stoves Technological Valves, Above Burden probes, Slag granulation unit, Tuyere & Tuyere cooler, Torpedo Ladle Car, BF hearth refractory	50%
8	Direct reduction plant equipment	Charge distributor, Upper & lower seal leg, Reformer & Re-cuperator system, Burden feeders, Turbo-expander, Process Gas Compressor, Seal gas compressors & bottom seal gas compressors, Seal gas generators & driers, Process Gas Heater, CO ₂ removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/ slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot, Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane & hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass & isolation valves, Flare stack & ignition system, Scrubbing tower	50%

		shell - Wet gas cleaning system, Dog house, Ladle drier, ladle pre-heater, ladle cooler, Fume collection hoods, Clean gas stack, Dust silo, Weigh Bridge, Slag retaining device	
10	Electric arc furnace	Furnace proper (includes furnace lower shell, upper shell and roof, Tilting platform, Furnace Gantry) and transformer, Electrode regulation system, Hydraulic system, Refractories, Parts of Level I & Level II Automation system. LF - water cooled ladle roof, electrode mast and arms, electrode regulating system, wire feeding system, Bottom inert gas stirring Valve stand for porous plug and top lance, Emergency lance mechanism, Lance carriage system with drive unit, Automatic temperature, sampling & bath level / O ₂ measurement, Temp. & oxygen immersion lance, lance carriage system with drive unit, Hydraulic system, Refractories, Ladle roof Delta portion, RH proper (includes Ladle transfer car, vacuum vessel, Vessel lifting & lowering system. Hydraulic system, Multi Function lance, Valve racks/station, Electrode clamp unit, conductor of electrode arms, water cooled cable, A R stirring valve rack, lance transport car, Refractory lance, Hydraulic cylinder, Ladle roof lifting cylinder, Lubrication system, Suction hood, damper, Vibro feeder, weighing hopper, wire feeding system, Electrode nipping stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducting hoods, Refractories, bag filter, Cranes etc.	50%
11	Continuous casting equipment	Ladle turret, ladle cover manipulator, Ladle Shroud manipulator, tundish car, Continuous tundish temperature measurement system, Tundish stopper rod mechanism, emergency cut-off gate, mould assembly, Nozzle quick change device, mould oscillator and EMS system, Electro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand gunde segment, tundish, ladle cover, roller tables & auxiliaries, mould & segment maintenance equipments, tundish maintenance equipments, EMBR system	50%
12	Flat product mills	Large castings and forgings like mill housing, bed plates, work rolls, backup rolls, end spindles; roller tables, backup roll and work roll chucks, coilers / tension reels / uncoilers, AGC cylinders, shears, levelers, lazer welders, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, gear boxes, mill motors	50%
13	Long product mills	Mill housing, bed plates, work rolls, backup rolls, spindles; roller tables, coilers / tension reels / uncoilers, shears, billet welder, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, finishing blocks, gear boxes, mill motors	50%

**Items in appendix B are an indicative list of capital goods for manufacturing steel, the list is not exhaustive. All capital goods for steel manufacturing shall be considered for purchase preference under the policy with a minimum domestic value addition requirement of 50%*

Form-1

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/capital goods to be provided on Rs.100/- Stamp Paper Date:

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 policy of Government of India issued vide Notification No: _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. _____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

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 Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of (Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

APPENDIX-VII TO ITB

POLICY TO PROVIDE PURCHASE PREFERENCE **TO** **DOMESTICALLY MANUFACTURED ELECTRONIC** **PRODUCTS**

**POLICY TO PROVIDE PURCHASE PREFERENCE TO
DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS**

- 1.0 Ministry of Electronics and Information Technology (MeitY) vide various notifications have notified the purchase preference to domestically manufactured Electronic Products (DMEP Policy).
- Notification no. 33(1)/2017-IPHW dated 26.10.2017 on purchase preference in domestically manufactured Electronic Products
 - Notification no. 1(10)2017-CLES dated 02.07.2018 on purchase preference in domestically manufactured / produced Cyber Security Products
 - Notification no. 33(5)/20174-IPHW dated 14.08.2018 on purchase preference in Cellular mobiles Phones

Copy of the notifications is available on the website of Ministry of Electronics and Information Technology (MeitY).

- 2.0 List & Definition of the Products, Percentage of Procurement for which preference to domestically manufactured products is to be provided, Percentage of local content or domestic value addition in terms of Bill of Material (BOM) required for the products to qualify as domestically manufactured and Criteria for BOM to be classified as domestic for each of the notified Electronic and Telecom Products is defined in these notifications issued by Ministry of Electronics and Information Technology (MeitY).

- 3.0 Project owner reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements/ conditions defined herein & criteria defined in the MeitY notification and submitting documents required to support the same.

4.0 **Definitions**

- (i) **Local Content/ domestic value addition** means the amount of value added in India calculated as per method prescribed at para 7.0 below.
- (ii) **Local Supplier** mean a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this policy.
- (iii) **L1** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- (iv) **Margin of Purchase Preference** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of Purchase Preference.
- (v) **Nodal Ministry** means the Ministry of Electronics and Information Technology (MeitY) for Electronic Products and Department of Telecommunications, Ministry of Communication for Telecom Products.

- 5.0 **Margin of Purchase Preference** : the margin of Purchase Preference shall be 20%.

6.0 **Purchase Preference Methodology under DMEP Policy**

- 6.1 In the Procurement of goods which are divisible in nature, the following procedure shall be followed:

APPENDIX-VII: DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS

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

6.2 In procurement of goods which are not divisible, the following procedure shall be followed:

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

For clarification, L1 prices mentioned above in clause 6.1 & 6.2 shall be the L1 bidder's evaluated price.

6.3 In case a bidder is eligible to seek benefit under 'Purchase Preference Policy to Domestically Manufactured Electronic Products (DMEP)' as well as 'Public Procurement Policy - 2012 (PPP-2012) for MSE bidders', then following provisions shall be applicable:

- 6.3.1 The bidder can avail only one out of the two applicable purchase preference policies, i.e., DMEP or PPP-2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer in the **enclosed Form- 1-I** and the option once declared by the bidder in the offer cannot be modified subsequently. In case bidder fails to declare the option in the offer or in case bidder selects both the options, although he is eligible for both the Policies, EIL shall evaluate his offer considering PPP-2012 as the default chosen option.
- 6.3.2 In case a MSE bidder opts for preference under PPP-2012, he shall not be eligible to claim benefit under DMEP (irrespective of the fact whether he furnishes the details of LC in his offer and this LC meets the stipulated LC criteria).
- 6.3.3 In case a MSE bidder opts for purchase preference based on DMEP, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.

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6.3.4 In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, or in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.

6.3.5 While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:

- MSE bidder (as per PPP-2012)
- Local Supplier (as per DMEP)

6.3.6 Examples of Purchase Preference:

Non divisible item

L1 bidder is non MSE, non local supplier (as per DMEP)

L2 bidder is Local Supplier (as per DMEP) (within 20% of L1 price) L3 bidder is MSE bidder (within 15% of L1 price)

MSE bidder shall be given preference to match the L1 price. If MSE bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to Local Supplier (as per DMEP).

Divisible item

L1 bidder is non MSE, non local supplier (as per DMEP)

L2 bidder is Local Supplier (as per DMEP) (within 20% of L1 price) L3 bidder is MSE bidder (within 15% of L1 price)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e., 25% of the quantities against the item(s) of MR). For 50% quantities against the item(s) of MR, option for matching the L1 price shall be given to L2 bidder (local supplier as per DMEP). Balance quantity (i.e., 25% quantities against the item(s) of MR) shall be awarded to natural lowest bidder.

In above case, if there will be 2 or more MSE bidder within 15%, then 25% quantity shall be distributed proportionately / equally among the MSEs who have agreed to match the L1 prices.

Note:

The above two examples are not applicable to the Works Contracts since the Purchase Preference under PPP-2012 is not applicable to works contracts.

6.3.7 In case L1 bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Local Supplier (as per DMEP).

6.3.8 In case lowest bidder is a Local Supplier (as per DMEP), purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012.

6.3.9 In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. MSE and/or Local Supplier (as per DMEP) shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 20% (for DMEP)/15% (for MSE) as compared to L1 bidder provided they were within 20% (for DMEP)/15% (for MSE) of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

APPENDIX-VII:DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS

7 Procedure for calculating local content/ domestic value addition

- 7.1 Bill of Material sourced from domestic manufacturers (Dom-BOM) may be calculated by the bidder based on one of the followings depending on data available. Each of these calculations should provide consistent result.
- Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported (directly or through a domestic trader or an intermediary).
 - Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.
 - Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.
- 7.2 Total Bill of Material (Total-BOM) may be calculated by the bidder based on one of the following, depending on data available. Each of these calculations should provide consistent result.
- Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).
 - Ex-Factory Price of product minus profit after tax, minus warranty costs.
 - Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.
- 7.3 The percentage of domestic value-addition may be calculated based on information furnished as per the following formula:

$$\text{Percentage of domestic value-addition} = \frac{\text{Dom-BOM}}{\text{Total-BOM}} \times 100$$

Each bidder assessing should calculate the domestic local content/ value-addition using at least two of the above formulae so as to validate the assessments in this regard and ensure that the domestic value addition that is claimed is consistent.

8 Verification of local content/ domestic value addition

- 8.1 The local supplier at the time of tender, bidding or solicitation shall provide self-certification (as per proforma enclosed as Form-1-II) that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- 8.2 In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form -1-II the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Form -1-III.
- 8.3 Handling of the complaint regarding local content/ domestic value addition in an electronic Products shall be as per the notification issued by Ministry of Electronics and Information Technology (MeitY).
- 8.4 In case of false declaration, EIL shall initiate action for banning such manufacture / supplier/ service provider as per the provision of bidding document for corrupt / fraudulent practices.

APPENDIX-VII: DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS

FORM – 1-II

**SELF CERTIFICATION BY BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE
ADDITION (IN CASE SEEKING BENEFIT OF DMEP)
(to be submitted on Company's Letterhead)**

To,

M/s Engineers India Limited

Item : _____

Enquiry no. : _____

I _____, Son/ Daughter of _____, do solemnly affirm and state as under:

1. That I am the _____ <<Designation of the authorized signatory>> of _____ and I am duly authorized to furnish this undertaking declaration on behalf of _____.
2. That _____ has submitted its bid no _____ dated _____ against bidding document dated _____ for _____ item / works for _____ Project.
no
3. That the Company is fully aware of the provisions of Purchase Preference policy to domestically manufactured electronic and Telecom products, enclosed in the above bidding document.
4. We meet the mandatory minimum Local content/ Domestic Value Addition requirement of ___% specified for claiming Purchase Preference under policy to domestically manufactured electronic / Telecom products.
5. The details of the location(s) at which the local content value addition is made is as under:

6. It is hereby confirmed that the Local content/ Domestic Value Addition has been calculated by using the formula specified in the policy and the claimed domestic value addition is found to be consistent.
7. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of Supplier) Note :

This undertaking shall be certified by the authorized signatory of the bidder, signing the bid.

APPENDIX-III: DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS

FORM – 1-III

**CERTIFICATION BY STATUTORY AUDITOR / COST AUDITOR / PRACTISING COST ACCOUNTANT / PRACTISING
CHARTERED TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION
(IN CASE SEEKING BENEFIT OF DMEP)**

To,

M/s Engineers India Limited

Item : _____

Enquiry no. : _____

We, _____, the Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant (not being an employee / Director of the company) of M/s _____ (name of the bidder) having our registered office address _____ and certificate number _____ hereby certify that

M/s _____ (name of the bidder) meet the mandatory minimum Local content/ Domestic Value Addition requirement of ___% specified for claiming Purchase Preference under policy to domestically manufactured electronic products in the offer no. _____ dated _____ submitted against the enquiry no. _____ by _____ (name of the bidder).

M/s

Name of Statutory Auditor /
Cost Auditor / Cost
Accountant / Chartered
Accountant:

[signature of Authorized signatory]
Name :
Designation
Seal :
Membership no. :

Note :

1. This undertaking shall be certified by statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
2. The above format is indicative, the Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant can modify the format without changing the intent of certification.

APPENDIX-VIII TO ITB

POLICY TO PROVIDE PURCHASE PREFERENCE **TO** **DOMESTICALLY MANUFACTURED TELECOM** **PRODUCTS**

1.0 Ministry of Communications (Department of Telecommunications) vide notification no. 18-10/2017-IP dated 29.08.2018 notified the revised purchase preference policy to domestically manufactured Telecom Products, Services and works (DoT PMA/PMI Policy).

Copy of the notification is available on the website of Department of Telecommunications respectively.

2.0 List & Definition of the Products

Percentage of Procurement for which preference to domestically manufactured products is to be provided, Percentage of local content or domestic value addition in terms of Bill of Material (BOM) required for the products to qualify as domestically manufactured and Criteria for BOM to be classified as domestic for each of the notified Telecom Products, Services and works is defined in this notifications issued by Department of Telecommunications.

3.0 Project owner reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements/ conditions defined herein & criteria defined in DOT notification no. 18-10/2017-IP dated 29.08.2018 and submitting documents required to support the same.

4.0 **Definitions**

(i) **Local Content/ domestic value addition** means the amount of value added in India calculated as per method prescribed at para 7.0 below.

(ii) **Local Supplier** mean a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this policy.

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

(iv) **Margin of Purchase Preference** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of Purchase Preference.

(v) **Nodal Ministry** means the Ministry of Electronics and Information Technology (MeitY) for Electronic Products and Department of Telecommunications, Ministry of Communication for Telecom Products.

(vi) **PMI** means Minimum preference in % (of the total quantity being procured) for make in India Telecom Products, Services and works as indicated against each Financial Year in the DOT notification no. 18-10/2017-IP dated 29.08.2018.

5.0 **Margin of Purchase Preference** : the margin of Purchase Preference shall be 20%.

6.0 **Purchase Preference Methodology under PMI Policy**

6.1 In the Procurement of goods which are divisible in nature, the following procedure shall be followed:

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

ii) If L1 is not from a local supplier, defined PMI quantity against the item(s) of MR shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited

to match the L1 price for the remaining quantity against the item(s) of MR subject to the local supplier's quoted prices falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier. In case such local supplier fails to match the L1 prices or accepts less than the offered quantity, the next higher local supplier with the margin of purchase preference shall be invited to match the L1 price for remaining quantity against the item(s) of MR and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- 6.2 In procurement of goods which are not divisible, the following procedure shall be followed:
- i) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is from a local supplier, the contract for the full quantity will be awarded to L1.
 - ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to the local supplier's quoted prices falling within the margin of purchase preference, and contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii) In case such lowest eligible local supplier fails to match the L1 price, the next higher local supplier falling within the margin of purchase preference shall be invited to match the L1 price and so on, and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may awarded to the L1 bidder.

For clarification, L1 prices mentioned above in clause 6.1 & 6.2 shall be the L1 bidder's evaluated price.

- 6.3 In case a bidder is eligible to seek benefit under "Purchase Preference Policy to Domestically Manufactured Telecom Products" as well as "Public Procurement Policy - 2012 (PPP-2012) for MSE bidders", then following provisions shall be applicable:
- 6.3.1 The bidder can avail only one out of the two applicable purchase preference policies, i.e., DoT PMA/PMI Policy or PPP-2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer in the enclosed Form- A and the option once declared by the bidder in the offer cannot be modified subsequently. In case bidder fails to declare the option in the offer or in case bidder selects both the options, although he is eligible for both the Policies, EIL shall evaluate his offer considering PPP-2012 as the default chosen option.
- 6.3.2 In case a MSE bidder opts for preference under PPP-2012, he shall not be eligible to claim benefit under DoT PMA/PMI Policy (irrespective of the fact whether he furnishes the details of LC in his offer and this LC meets the stipulated LC criteria).
- 6.3.3 In case a MSE bidder opts for purchase preference based on DoT PMA/PMI Policy, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder as per guidelines in vogue.
- 6.3.4 In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, or in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
- 6.3.5 While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:
- MSE bidder (as per PPP-2012)

-
- Local Supplier (as per DoT PMA/PMI Policy)

6.3.6 Examples of Purchase Preference:

Non divisible item

L1 bidder is non MSE, non local supplier (as per DoT PMA/PMI Policy)

L2 bidder is Local Supplier (as per DoT PMA/PMI Policy) (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If MSE bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to Local Supplier (DoT PMA/PMI Policy).

Divisible item

L1 bidder is non MSE, non local supplier (as per DoT PMA/PMI Policy)

L2 bidder is Local Supplier (as per DoT PMA/PMI Policy) (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e., 25% of the quantities against the item(s) of MR). For defined PMI quantity against the item(s) of MR, option for matching the L1 price shall be given to L2 bidder (local supplier as per DoT PMA/PMI Policy). Balance quantity against the item(s) of MR shall be awarded to natural lowest bidder.

In above case, if there will be 2 or more MSE bidder within 15%, then 25% quantity shall be distributed proportionately/ equally among the MSEs who have agreed to match the L1 prices.

Note:

The above two examples are not applicable to the Works Contracts since the Purchase Preference under PPP-2012 is not applicable to works contracts.

6.3.7 In case L1 bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Local Supplier (as per DoT PMA/PMI Policy).

6.3.8 In case lowest bidder is a Local Supplier (as per DoT PMA/PMI Policy), purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012.

6.3.9 In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. MSE and/or Local Supplier (as per DoT PMA/PMI Policy) shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 20% (for DoT)/15% (for MSE) as compared to L1 bidder provided they were within 20% (for DoT)/15% (for MSE) of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

7.0 **Verification of local content/ domestic value addition**

7.1 The local supplier at the time of tender, bidding or solicitation shall provide self-certification (as per proforma enclosed as Form-1) that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

-
- 7.2 In cases of procurement for a value in excess of Rs. 10 crores, in addition to form –1 the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Form -2.
- 7.3 Handling of the complaint regarding local content in telecom product, services or work or in case of question whether an item being procured is telecom product, services or work to be covered under notification or any doubt in respect of telecom product, services or work, shall be as per the notification no. 18-10/2017-IP dated 29.08.2018 issued by Department of Telecommunications.
- 7.4 In case of false declaration, EIL/ client shall initiate action for banning such manufacture / supplier/ service provider as per the provision of bidding document for corrupt / fraudulent practices.

Form 1

Format for Self Certification regarding Local Content (LC) for Telecom Product, Services or Works

Date:

_____ S/o, D/o, W/o _____, Resident of
_____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: dated

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- 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. Telecom Product/Services/Works for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of LC claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of _____ (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No. and date>

**CERTIFICATION BY STATUTORY AUDITOR / COST AUDITOR / PRACTISING COST ACCOUNTANT /
PRACTISING CHARTERED TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE
ADDITON
(IN CASE SEEKING BENEFIT OF DOT PMA/PMI POLICY)**

To,

M/s Engineers India Limited

Item : _____

Enquiry no. : _____

We, _____, the Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant (not being an employee / Director of the company) of M/s _____ (name of the bidder) having our registered office address _____ and certificate number _____ hereby certify that M/s _____ (name of the bidder) meet the mandatory minimum Local content requirement of ___% specified for claiming Purchase Preference under policy to domestically manufactured Telecom products/ Services/ Works in the offer no. _____ dated _____ submitted against the enquiry no. _____ by M/s _____ (name of the bidder).

Name of Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant:

[signature of Authorized signatory]
Name :
Designation
Seal :
Membership no. :

Note :

1. This undertaking shall be certified by statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
2. The above format is indicative, the Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant can modify the format without changing the intent of certification.

APPENDIX-X TO ITB

PROCUREMENT FROM BIDDERS FROM A COUNTRY OR COUNTRIES SHARING LAND BORDER WITH INDIA

1.0 Department of Expenditure (DoE) vide **O.M. No. 7/10/2021-PPD(1) dated 23.02.2023** has issued the revised guidelines for Restrictions on Procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (<https://doe.gov.in>).

2.0 **Requirement of registration from Competent Authority:**

- 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, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023..**
- ii). 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 of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.**

3.0 **This Order shall not apply to the following special cases:**

- i). 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.
- ii). This order shall not apply to procurement by Indian missions and by offices of Government agencies/ undertakings located outside India.
- iii). 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.
- iv). 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.

4.0 **Definitions:**

- i). **"Bidder"** (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.
- ii). **"Tender"** will include other forms of procurement, except where the context requires otherwise.
- iii). **"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.)

- iv). **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified in **paragraph 5.0**, occurring on or after 23.07.2020.
- v). **"Bidder (or entity) from a country which shares a land border with India"** 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.
- vi). **Beneficial Owner** for the purposes of **paragraph 4.0 v) (d)** will be as under:
- a) **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: -
 - 1. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - 2. "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;
 - b) **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;
 - c) **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;
 - d) Where no natural person is identified under a) or b) or c) above, the beneficial Owner is the relevant natural person who holds the position of senior managing official;
 - e) **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.
- vii). **"Agent"** 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.]

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

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

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.

6.0 Sub-contracting in works contracts

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 given in above **paragraph 4.0 v**).

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

7.0 Certificate regarding compliance

Bidder shall submit a certificate of Compliance in the enclosed **Form-I A/ Form-I B/ Form - II** (as applicable).

This certificate shall be on the Bidder's Letter head and shall be duly signed & stamped by the authorised signatory of the Bidder.

In case at any stage, it is found that the certification given by the Bidder is false, their Bid shall be rejected and shall be liable for other penal actions like placement on Suspension/ Banning or forfeiture of EMD (if applicable). However, if this is found after order placement, this would be ground for immediate termination and further legal actions in accordance with law/provisions of Bidding Document including Suspension/Banning and forfeiture of CPBG/ Security Deposit.

BIDDER'S UNDERTAKING

(On Company's Letter Head)

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I hereby certify that, Bidder M/s _____ (Name of the Bidder) is:

i).	Not from such a country	[]
ii).	If from such a country, has been registered with the Competent Authority	[]

Notes:

- a) Bidder to tick appropriate option () in either i) or ii) above)
- b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :

Signature (#):

Date :

Name :

Designation :

Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder.

BIDDER'S UNDERTAKING IN CASE OF SUB-CONTRACTING IN WORK CONTRACTS**(On Company's Letter Head)**

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"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 hereby certify that, Bidder M/s _____ (Name of the Bidder) is:

i).	Not from such a country and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority	[]
ii).	If from such a country, has been registered with the Competent Authority and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority	[]

Notes:

- a) Bidder to tick appropriate option ($\sqrt{\quad}$) in either i) or ii) above)
- b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :

Signature (#):

Date :

Name :

Designation :

Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder.

BIDDER'S UNDERTAKING IN CASE OF TRANSFER OF TECHNOLOGY (ToT) ARRANGEMENT**(On Company's Letter Head)**

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. Bidder M/s _____ (Name of the Bidder), hereby certify that,

i).	Bidder does not have any ToT arrangement requiring registration with the competent authority	[]
ii).	Bidder has valid registration to participate in this procurement	[]

Notes:

- a) Bidder to tick appropriate option ($\sqrt{\quad}$) in either i) or ii) above)
- b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :

Signature (#):

Date :

Name :

Designation :

Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder

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

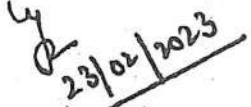
19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / 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.


(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.

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List of Category-I Sensitive sectors:

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

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

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

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.]

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.

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.]"

APPENDIX-XI TO ITB

**LIST OF AUTHENTICATED/VERIFIED
DOCUMENT FOR MEETING THE BQC/PTR**

LIST OF VERIFIED BQC DOCUMENTS

RFQ/Bidding Document No.:

Item/Work:

I, _____ S/o D/o of _____, an authorised signatory holding Power of Attorney on behalf of the Company _____ Certify that the following documents, listed below, pertaining to Bidder Qualification Criteria submitted against our offer reference _____ against your Enquiry document _____, have already been verified by EIL.

Sl. No.	Tender No.	Document Reference No. & Date	Document Subject	Issuing Authority	Date of verification by EIL

I further undertake that, in case, it is found that any of the documents listed above has not been verified by EIL, we shall provide all assistance in the verification process as per relevant provisions of ITB.

Specimen Signature of authorized representative

Signature
Name & Designation

BID DATA SHEET **(BDS)**

BID DATA SHEET																																
S.NO.	CL. NO.	CONTENT																														
INSTRUCTION:																																
<p>Bidder is instructed that relevant documents and information pertaining to MSE, PPP-MII & GST registration details, which are necessary for availing the relevant benefits during evaluation, must be updated/ uploaded in the designated folder on GeM Portal.</p> <p>Bidders to note that inspite of submission of such relevant documents in the ATC folder, they shall not be provided the applicable benefits during evaluation on GeM Portal in case they fail to adhere to the above instructions.</p>																																
1.	ITB 2.0 ELIGIBLE BIDDERS	<p>Enquiry Basis: Domestic Open Competitive Bidding</p> <p>Only Class-I and Class-II Suppliers are eligible to bid as per PPP-MII Policy.</p> <p>Bids received from Non-local suppliers as per PPP-MII Policy shall not be considered for evaluation and shall be rejected.</p>																														
2.	EIL VIS-A-VIS SUPPLIER COMMITMENTS	<table border="1"> <thead> <tr> <th>Activity Description</th> <th>Time Period</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td colspan="3">EIL INPUTS</td> </tr> <tr> <td>PR</td> <td>Within 2 weeks</td> <td rowspan="12">Time extension due to non-availability of drawing and/or details shall be considered only if the progress of work is commensurate to the drawing front released.</td> </tr> <tr> <td>Nozzle orientation</td> <td>With PR</td> </tr> <tr> <td>Details of Internals</td> <td>With PR</td> </tr> <tr> <td>Piping cleats</td> <td>Within 6 weeks</td> </tr> <tr> <td>Structural platform details</td> <td>Within 12 weeks</td> </tr> <tr> <td colspan="3">SUPPLIER COMMITMENT</td> </tr> <tr> <td>Kick off meeting</td> <td>Within 3 weeks</td> </tr> <tr> <td>Document Control Index</td> <td>Within 2 weeks</td> </tr> <tr> <td>Progress Schedule (Bar chart)/ material control</td> <td>Within 2 weeks</td> </tr> <tr> <td>Submission of critical documents like: General Arrangement Drawing Design calculations, wherever applicable</td> <td>Within 6 weeks</td> </tr> <tr> <td>Balance drawings as per VDR</td> <td>Within 12 weeks</td> </tr> </tbody> </table>	Activity Description	Time Period	Remarks	EIL INPUTS			PR	Within 2 weeks	Time extension due to non-availability of drawing and/or details shall be considered only if the progress of work is commensurate to the drawing front released.	Nozzle orientation	With PR	Details of Internals	With PR	Piping cleats	Within 6 weeks	Structural platform details	Within 12 weeks	SUPPLIER COMMITMENT			Kick off meeting	Within 3 weeks	Document Control Index	Within 2 weeks	Progress Schedule (Bar chart)/ material control	Within 2 weeks	Submission of critical documents like: General Arrangement Drawing Design calculations, wherever applicable	Within 6 weeks	Balance drawings as per VDR	Within 12 weeks
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3.	IFB 6.8, ITB 11.3, ITB 16.0 & ITB 24.2 POSTAL ADDRESS & CONTACT DETAILS FOR SUBMISSION OF DOCUMENT (VIZ. BID SECURITY, ETC.) IN PHYSICAL FORM, IF ANY, AS PER RFQ		<p>EMD/Bid Security is Applicable for this enquiry.</p> <p>Place of submission of Original Document:</p> <p>Jaydip Purkayastha, GM (SCM-C&P) Engineers India Limited, EIL Office Complex, Sector 16, Gurugram-122004 Telephone: 0124 – 2891371 /1365/ 1287 Mobile: 8527607706 / 9555836355 e-mail id: sushant.behra@eil.co.in /naveen.pandit@eil.co.in /jaydip@eil.co.in</p>																													
4.	ITB 5.4 SITE VISIT	<p>Contact Person of MRPL:</p> <p>Mr. Murali Krishna Baddi, GM (Projects) Email Id: baddimurali@mrpl.co.in Ph. No: 0824-288 2042</p> <p>Contact Person of EIL:</p> <p>Trilochan Naik, AGM (Construction) EIL Site Office, MRPL Email Id: Trilochan.naik@eil.co.in Mob No: 7338462770</p>																														
5.	ITB 11.1 LIST OF DOCUMENTS	<ol style="list-style-type: none"> Scanned copy of Power of Attorney in line with Cl. No. 20.0 of ITB Salient Feature of Offer (Form-A of Bidding Forms) Bank Certified Mandate Form as per Form-B of Bidding Forms duly 																														

ITEM : COLUMN/ TOWER CARBON STEEL, COLUMN/ TOWER STAINLESS STEEL

PROJECT: Bio-ATF Plant of Mangalore Refinery and Petrochemicals Limited

Sheet 3 of 5

BID DATA SHEET		
S.NO.	CL. NO.	CONTENT
		<p>signed and stamped with the Banker's certification or cancelled cheque.</p> <p>d. Unpriced Details: Duly filled in stamped and signed by POA copy of the following:</p> <ul style="list-style-type: none"> • Preamble to Submission of Prices on GeM Portal • Unit Rate for Addition/ Deletion [Pre-filled] <p>e. Signed and stamped copy of Form-IA/IB/II, as applicable, (on Company's Letterhead) attached with Appendix-X of ITB in line with Government guidelines regarding procurement from bidders from a country or countries sharing Land Border with India.</p> <p>f. MSE Documents, if applicable.</p> <p>g. Self-Certification by Bidder under PPP-MII Order, 2017 towards mandatory minimum Local Content (as per FORM-2 & FORM-2A attached with Appendix-IV of ITB).</p> <p>h. Sing and Stamped copy of Terms & Conditions for Installation/ Site Work</p> <p>i. Scanned copy of Addendum / Amendment (if any)</p> <p>j. Any other document as required in the bidding document.</p> <p>k. Addendum(s)/ Amendment(s), if any, to the Bidding Document</p>
6.	ITB 12.0 INTEGRITY PACT	Not Applicable
7.	ITB 12.2 INDEPENDENT EXTERNAL MONITORS (IEMS) DETAILS	Integrity Pact Not Applicable
8.	ITB 17.0 CERTIFICATION OF DOCUMENTS	Not Applicable
9.	ITB 18.0 PERIOD OF VALIDITY OF BIDS	Bid shall remain valid as per GeM Bid.
10.	ITB 36.0 EVALUATION AND COMPARISON OF PRICE BIDS	Evaluation shall be on ITEM-WISE basis. 100% Input Tax Credit is available with EIL.
11.	ITB 36.8 & 38.2 PREFERENCE TO MICRO & SMALL ENTERPRISE	APPLICABLE
12.	ITB 38.4 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON AND STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP)	NOT APPLICABLE
13.	ITB 36.9 & 38.3 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)	APPLICABLE The tendered item is reserved for procurement from Class-I or Class-II Local Suppliers Only as per PPP-MII policy. Non-compliance to referenced policy shall lead to rejection of offer.
14.	ITB 38.5 PURCHASE PREFERENCE TO DOMESTICALLY MANUFACTURED ELECTRONIC AND TELECOM PRODUCTS	NOT APPLICABLE

ITEM : COLUMN/ TOWER CARBON STEEL, COLUMN/ TOWER STAINLESS STEEL

PROJECT: Bio-ATF Plant of Mangalore Refinery and Petrochemicals Limited

Sheet 4 of 5

BID DATA SHEET		
S.NO.	CL. NO.	CONTENT
15.	ITB 38.6 STARTUP INDIA POLICY	NOT APPLICABLE
16.	ITB 38.7 PROCUREMENT FROM BIDDERS FROM COUNTRY(IES) SHARING BORDER WITH INDIA	APPLICABLE Non-compliance to referenced policy shall lead to rejection of offer.
17.	SPC 7.2 CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)	5% (Five Percent) of Total Order Value.
18.	SPC GUARANTEE/WARRANTY	As per Clause No. 6.0 of SPC.
19.	SPC 2.0 PAYMENT TERMS	<p>A. For Supply & transportation:</p> <ol style="list-style-type: none"> 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting/ post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 01% against receipt of foundation Template for Column and foundation bolt, as applicable. 10% against placement of sub-order for specified major raw material [Plates & Forgings] and against submission of ABG of equivalent amount. 19% (20% if foundation template, foundation bolt not required) against receipt and identification of major specified raw materials [Plates & Forgings] at Supplier's works and against submission of ABG of equivalent amount. 05% against Receipt and satisfactory final inspection of all dished ends at shop and against submission of ABG of equivalent amount. 10% against satisfactory completion of all long seam and circ. seam welding and NDE before PWHT except closing circ. Seam weld joint and against submission of ABG of equivalent amount. 30% against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges. 05% against receipt and acceptance of material at site 05% on receipt of all Final/As built Drawings/ Documents/ Data/ Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in EIL-portal. 10% on completion of Site Work. <p>B. For Site Work:</p> <ol style="list-style-type: none"> 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge. 10% on successful completion of site work and handing over of goods/equipment at site. <p>Note: Quoted Site Work charges shall be minimum 6% (Six Percent) of the quoted supply prices. In case a supplier quotes site work charges less than 6% (Six Percent) of supply price, the differential charges shall be retained from supply prices and shall be paid along with last 10% supply payment milestone (i.e. after completion of site work).</p> <p>Also refer Notes to Annexure-I to SPC</p>

ITEM : COLUMN/ TOWER CARBON STEEL, COLUMN/ TOWER STAINLESS STEEL

PROJECT: Bio-ATF Plant of Mangalore Refinery and Petrochemicals Limited

Sheet 5 of 5

BID DATA SHEET		
S.NO.	CL. NO.	CONTENT
20.	SPC 10.0 PRICE REDUCTION SCHEDULE	APPLICABLE. As per Clause No. 10.2 of Specials Purchase Conditions (SPC).
21.	SPC 11.0 INSPECTION	Details of TPIA shall be informed Post Order to the successful bidder
22.	SPC 16.0 PART ORDER	APPLICABLE
23.	SPC 17.0 REPEAT ORDER	NOT APPLICABLE
24.	SPC 7.4 INTEREST RATE FOR RECOVERY OF CPBG/ADVANCES (IF ANY)	Rate of interest for such recovery shall be @ 11.40% per annum [based on the present Base Rate (10.40%) plus One Percent (1%)].
25.	SPC 9.3 VARIATION AS PER IEEMA CIRCULAR	NOT APPLICABLE
26.	SPC 24.0 TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING	NOT APPLICABLE
27.	SPC 25.0 TERMS & CONDITIONS FOR INSTALLATION/ SITE WORK	APPLICABLE
28.	SPC 26.0 TERMS & CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT (AMC)	NOT APPLICABLE
29.	SPC 27.0 TERMS & CONDITIONS FOR TRAINING AT VENDOR'S WORKS	NOT APPLICABLE
30.	INVOICING DETAILS AND DESPATCH & INVOICING INSTRUCTIONS	Shall be informed Post Order to the successful bidder.
31.	NON-DISCLOSURE AGREEMENT	NOT APPLICABLE

ENGINEERS INDIA LIMITED

SPECIAL PURCHASE CONDITIONS FOR BIO ATF PLANT OF MANGALORE REFINERY AND PETROCHEMICALS LIMITED

GLOSSARY

AMC	Annual Maintenance Contract
AOW	Award of Work
BDS	Bid Data Sheet
CPBG	Contract Performance Bank Guarantee
OWNER/ CLIENT	HPCL Rajasthan Refinery Ltd (HRRL)
CONTRACTOR	Engineers India Ltd. (EIL)
Bidder/ Vendor	Whom RFQ/ Tender has been issued/ who have submitted offer against RFQ
SUPPLIER	Successful BIDDER on whom order has been placed
CDD	Contractual Delivery Date
DOP	Sub Delegation of Power
FOA / LOA	Fax of Acceptance / Letter of Acceptance
FOB	Free on Board
GST	Goods & Service Tax
IRS	Indian Register of Shipping
L/C	Letter of Credit
MR	Material Requisition
OBE	Open Book Estimate
PAC	Project Authority Certificate
PBG	Performance Bank Guarantee
PO	Purchase Order
PR	Purchase Requisition
PRS	Price Reduction Schedule for delayed Delivery
RCM	Resident Construction Manager
RFQ	Request for Quotations
SOR/SOP	Schedule of Rates / Price Schedule
TPI	Third Party Inspection

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ANNEXURE-I	: PAYMENT TERMS
ANNEXURE-II	: TERMS & CONDITIONS FOR INDIAN SOURCED COMPONENTS / SERVICES BY FOREIGN BIDDER
ANNEXURE-III	: TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING/ TRAINING AT SITE
ANNEXURE-IV	: TERMS & CONDITIONS FOR INSTALATION / SITE WORK (PART OF SUPPLY ITEMS)
ANNEXURE-V	: TERMS & CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT
ANNEXURE-VI	: TERMS & CONDITIONS FOR TRAINING AT VENDOR'S WORKS
ANNEXURE-VII	: E-INVOICING DECLARATION
ANNEXURE-VIII	: DISPUTE RESOLUTION
ANNEXURE-IX	: EIL CONCILIATION RULES
ANNEXURE-X	: FORMAT FOR CPBG/ SECURITY DEPOSIT
ANNEXURE-XI	: TAXES AND DUTIES
ANNEXURE-XII	: MRPL INSURANCE POLICY
ANNEXURE-XIII	: VULNERABILITY ATLAS OF INDIA (VAI)

1.0 INTRODUCTION

- 1.1. These Special Purchase conditions (SPC) shall be read in conjunction with the General Purchase Conditions (GPC), Material Requisition and any other document forming part of this RFQ wherever the context so requires.
- 1.2. Where any portion of the GPC is repugnant to or at variance with any provisions of the SPC & Bid Data Sheet then unless a different intention appears, the provision(s) of the SPC & Bid Data Sheet shall be deemed to override the provision(s) of GPC only to the extent that such repugnancy of variations in the SPC & Bid Data Sheet are not possible of being reconciled with the provisions of GPC.
- 1.3. All headings, subtitles and marginal notes to the clauses of the GPC, SPC or to the Specifications or to any other part of Bidding Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 1.4. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

2.0 PAYMENT TERMS

- 2.1. Payment Terms for the scope of supply/ services shall be as per Bid Data Sheet (BDS) & Notes provided in Annexure-I to SPC.

3.0 TRANSPORTATION

3.1. INDIGENOUS SUPPLIERS

- 3.1.1 Indigenous SUPPLIERS are required to dispatch the goods on door delivery basis through any registered Transporter.
- 3.1.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued directly by supplier in all cases except in cases of direct imports by EIL where E-way bill shall be issued by EIL.
- 3.1.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

4.0 CURRENCY OF QUOTE AND PAYMENT

- 4.1. The quoted prices for materials/ services shall be in Indian Rupees (INR) only and payment shall be done in INR only.

5.0 SINGLE POINT RESPONSIBILITY OF THE SUPPLIER

- 5.1. In case of MRs containing supplies as well site work/ services, a single order, covering the supply part as well site work/ services, shall be placed. Split ordering will not be permitted.

6.0 GUARANTEE/ WARRANTY PERIOD

- 6.1. The Clause no. 22.0 (Guarantee) of GPC(Indigenous) has been modified to the following extent:
Guarantee/Warranty period shall be **12 months** after the material have been put in service (commissioning) or **36 months** from the date of delivery whichever is earlier.
- 6.2. In case Material Requisition (MR) indicates the requirement of additional / extended Guarantee period for a specified period over and above the Guarantee period as defined in Clause No. 6.1 above, then the prices for the same shall be quoted by the bidders, in case requested in the price schedule format.
- 6.3. In such case, EIL may at its discretion, place the order for such additional Guarantee period/ Defect Liability Period within the expiry of the original guarantee period, if so required.
- 6.4. The prices for this additional Guarantee period shall be considered for price evaluation.
- 6.5. Bidder's quoted prices for the additional Guarantee Period shall be valid up to the expiry of the

warranty/ defect liability period.

7.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)

- 7.1. The provisions of Clause No. 21.0 of GPC (Indigenous) shall be applicable and are modified to the following extent:
- 7.2. CPBG shall be submitted by the bidder for the amount (as percentage of order value) defined in Bid Data Sheet (BDS) within 30 days from the placement of GeM "Contract".
- 7.3. Total Order Value shall mean supply price (FOT dispatch point price for Indian Suppliers) plus site work (wherever applicable) but excluding taxes, duties, transportation, training, AMC and supervision services.
- 7.4. In case, Supplier does not submit CPBG as above, the proportionate amount of CPBG along with interest (for rate of Interest, refer BDS) accrued for the period shall be deducted from the invoices raised by Supplier for the respective milestone payments on pro rata basis, till full recovery.

8.0 TAXES/DUTIES

- 8.1. Clause No. A of Annexure-XI to SPC stands modified to the following extent:
 - 8.1.1 The quoted price shall be deemed to be inclusive of GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation cess, if applicable) and all other taxes and duties.
 - 8.1.2 Transportation charges up to respective project site, if sought separately, shall be inclusive of GST.
 - 8.1.3 Site work prices, if applicable shall be inclusive of GST and all other taxes and duties. All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.
 - 8.1.4 Prices of supervision (per diem) charges, hazop study, 3D modelling, training/AMC, if applicable shall be inclusive of GST. However, GST shall not be applicable on training provided at foreign bidder's work/training facilities in their country.
 - 8.1.5 Taxes and Duties related clauses in GPC (Indigenous) stands modified to this extent as per Clause No. 8.0 of SPC above.
- 8.2. Further, merit rate of custom duties shall be considered for built-in import content.
- 8.3. All other provisions related to taxes & duties shall be as per Annexure-XI to SPC
- 8.4. The phrase "Form-C to qualify to concessional rate of tax" indicated in clause no. 13.1 & clause no. 14.2 of General Purchase Conditions (indigenous) are not applicable. Bidder to follow provisions of taxes and duties as per Annexure-XI to SPC in this regard.

9.0 FIRM PRICES

- 9.1. The prices shall be firm and fixed and not subject to any variation whatsoever, except Statutory variation in taxes & duties and new taxes as per Annexure-XI to SPC.
- 9.2. For 2 years O&M spares, prices shall be kept valid for a period of 2 years from the date of order of main equipment.
- 9.3. In case of cables, prices quoted by bidders shall be variable as per IEEMA's latest Circular.

10.0 PRICE REDUCTION SCHEDULE (PRS)

Provisions of Delayed Delivery as per Clause No. 10.0 of GPC-Indigenous stands modified to the following extent:

- 10.1. **FOR BULK ITEMS:** As per GPC-Indigenous Clause No. 10.1 a) .
- 10.2. **FOR ITEMS OTHER THAN BULK ITEMS (WITH OR WITHOUT SITE WORK):** As per GPC-Indigenous Clause No. 10.1 b).

Also refer Bid Data Sheet (BDS) for applicability of provisions of 10.1 or 10.2 of SPC.

- 10.3. Wherever the supply period and site work are indicated as two separate periods and notice of site readiness is required for site work, intervening period, if any, shall be excluded, while calculating the price reduction for delay. However, in cases where site work is also involved and overall supply plus site work period is indicated, the PRS shall be applicable on total value of supply plus site work whether supply is delayed or site work is delayed.
- 10.4. Price reduction shall be effected in the Invoice value before presenting for payment. The Purchaser reserves the right to cancel the Purchase Order for any delay exceeding the period of maximum reduction and the Seller shall be liable for all consequences thereof.
- 10.5. For the purpose of application of Price Reduction Schedule (refer para. 10.1 & 10.2 above), a delay for a period less than one week shall be considered as delay for the full week.
- 10.6. Further, total order value shall mean supply price (FOT dispatch point price for Indian Suppliers) plus site work (wherever applicable), including any amendments/ change order, excluding GST, transportation, training, AMC and supervision services.

11.0 INSPECTION

Inspection shall be carried out by EIL appointed TPI Agency as per the requirement of the MR and charges of the same shall be borne by EIL/Owner. Bidder shall not include the charges of TPI in their quoted price.

12.0 COMPREHENSIVE MARINE-CUM-ERECTION INSURANCE

Owner shall arrange the Transit/ Marine Insurance, Mega Risk Insurance & Erection All Risk Cover Insurance for the Project for permanent incorporation of materials and services. The Marine Cargo Open Insurance Policy & Mega Risk Insurance Policy attached as **Annexure-XII** to SCC. Erection all Risk policy shall be covered under the Mega Risk Insurance Policy. Therefore, the such insurance policies shall not be included in the quoted prices.

13.0 BASIS OF EVALUATION

13.1. WHERE ONLY INDIAN BIDS ARE UNDER COMPARISON:

SR. No.	TERMS AS PER RFQ	LOADING FACTOR
1.	<u>FOT Site price</u> (FOT Dispatch Point Price, Cost of mandatory spares identified in the Material Requisition, commissioning Spares and special tools & tackles, Road Freight including GST on Supply & Freight but excluding costs of Spares for two years operation & maintenance)	As quoted by the bidder
2.	Price for Site Work/ Supervision/ Training/ 3-D Modelling/ Hazop Study/ AMC (if applicable)	
	a) Site work (as per MR) including GST and all other taxes and duties	As quoted by the bidder
	b) Supervision of Erection, Testing, Commissioning, as applicable (for no. of days to be considered for evaluation as per Enquiry Document) (including GST and all other taxes and duties)	As quoted by the bidder
	c) Training (as per MR) (for no. of days to be considered/ Lump sum for evaluation as per Enquiry Document) (including GST and all other taxes and duties)	As quoted by the bidder
	d) 3-D Modelling/ Hazop Study/ AMC including GST and all taxes & duties.	As quoted by the bidder
3.	Total Site Work/Supervision/Training/3-D Modeling/ Hazop Study/ AMC Price including GST	SUM OF SR. NOS. 2 a) +2 b)+ 2 c)+ 2 d)
4.	Total Landed cost at site	SUM OF SR. NOS.

SR. No.	TERMS AS PER RFQ	LOADING FACTOR
		(1+3)
5.	Less Input Tax Credit: 100% of GST (as quoted for Supply, Freight, Site work, supervision, Training, 3-D Modelling, Hazop Study, AMC Price- as applicable)	As applicable
6.	Total Evaluated Price considering Input Tax Credit	SR. NO. 4 MINUS (-) SR. NO. 5

Important instruction on Input Tax Credit (ITC):

Bidder are hereby instructed that relevant details/ documents pertaining to GST registration shall be updated / uploaded in the designated field on GeM portal, failing which, evaluation shall be carried out as per functionality / methodology of GeM Portal and same shall be final and binding on the Bidder.

14.0 LOADING/REJECTION CRITERIA

- 14.1. No loading criteria will be applicable for deviation to commercial terms & conditions of RFQ.
- 14.2. Bids are invited on Zero Deviation bidding basis. Deviation to terms & conditions of RFQ shall lead to rejection of offer.

15.0 INVOICING INSTRUCTIONS

- 15.1. Invoicing instructions shall be as per **Annexure-XI** to **SPC**.

16.0 PART ORDER

- 16.1. Bidder hereby agrees to accept part order at Purchasers option without any limitation whatsoever.
- 16.2. Bidders shall not impose any part order condition/minimum order conditions as GeM portal will not take the same into consideration while evaluating priced bids. In case, bidder stipulates any part order condition/minimum order conditions in their bid, their offer shall not be considered for further evaluation, in case bidder refuses to withdraw such stipulations.
- 16.3. Bidder hereby agrees that items may be split (wherever applicable) to meet the Public Procurement Policy, 2012 for MSEs (Micro & Small Enterprise) or Public Procurement (Preference to Make in India) (PPP-MII), issued by Govt. of India.

17.0 REPEAT ORDER

- 17.1. The purchase reserves the right to place Repeat Order (RO) for additional 50% value of the original order with quantities of each ordered item not exceeding 100% of the ordered quantities within final delivery date (or extended delivery date for reasons not attributable to supplier) or 1 year from the date of placement of order whichever is higher.
- 17.2. Further, repeat order beyond 50% can be placed under the following conditions:
- In case of POs with 1 line item with quantity 1 no., RO value can be 100% value of PO.
 - In multiple items PO cases, RO value beyond 50% shall be allowed due to rounding off RO quantities of one line item to the next whole number.
- (Illustration: - a PO with 1 item and 7 nos. quantity, RO can be placed for 4 nos. with RO value allowed more than 50% or PO with multiple line items, RO can be placed for each line item upto 100% quantities subject to 50% total value of PO and any additional value due to rounding off of quantity of one item to next whole number.
- 17.3. Non-Acceptance of Repeat Order conditions by bidder shall not be the reason for rejection of bid.

18.0 ARBITRATION

- 18.1. Clause No. 31.0 (Arbitration) of GPC (Indigenous) stands replaced with **Annexure-VIII (Model Dispute Resolution)** and **Annexure-IX (EIL Conciliation Rules)** of SPC.
- 18.2. **EIL Conciliation Rules 2012:** Engineers India Limited has framed the EIL Conciliation Rules 2012 in conformity with Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules has been made available on EIL's web site www.engineersindia.com for reference.

19.0 SETTLEMENT OF DISPUTE BETWEEN GOVT. DEPT. / PUBLIC SECTOR UNDERTAKING

- 19.1. If the Seller is a CPSU or CPSE or is a Govt. Department, any disputes or differences between the Seller and EIL hereto arising out of any notified claim of the Seller in terms hereof and/or arising out of any amount claimed by EIL (whether or not the amount claimed by EIL or any part thereof shall have been deducted from the final bill of the Seller or any amount paid by EIL to the Seller in respect of the work), then in supersession of the provisions of clause no. 18.0 above, the following provisions shall apply;
- 19.2. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSE(s) and Government Department(s)/ Organization(s) (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) only as mentioned in DPE OM no. 05/0003/2019-FTS-10937, dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both the parties..
- 19.3. Further, vide DPE OM no. DPE-05/0002/2023-AMRCD, dated 25.07.2024, it is clarified that the interpretation and application of the provisions of commercial contract(s) in case of dispute/s between the following Organizations/ Departments shall be taken up under AMRCD only:
- i) CPSE and CPSE;
 - ii) CPSE and Ministry / Department of Central Government;
 - iii) CPSE and Public Authority/ Organization or University under the Central Government;
 - iv) CPSE and State Governments/State PSUs/ Public Authority/ Organization or University under any State Government.
- 19.4. Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Supplier shall continue and be bound to continue and perform the Works to completion in all respects according to the Contract (unless the Contract or Works be determined by EIL) and the Supplier shall remain liable and bound in all respects under the Contract.

20.0 TERMINATION

- 20.1. The methodology for processing Termination for default shall be as specified below. Other terms and conditions shall be as per GPC Clause 18.1 of GPC (Indigenous) for Indian bidders:
- 20.1.1 Any material breach in contractual obligations shall be dealt on mutual discussion basis, so as to correct breach. In case of failure to correct the breach, EIL/ Owner shall initiate Termination action as per the contract.
- 20.1.2 In case of non-submission of CPBG within one month beyond the period stipulated for it, coupled with non-mobilization / non-performance within the period stipulated for the same, the Termination action along with other contractual penal provisions shall be initiated, as per the contract provisions.
- 20.1.3 Further, in case of submission of CBPG within scheduled period, but Supplier being at default in terms of Contract, 20.1.1 above shall be applicable.
- 20.1.4 In case of occurrence of any of the above specified events, Supplier shall be understood to have defaulted and the EIL/ Owner shall have the right to terminate the contract, at its sole and absolute discretion by issuing a Show Cause notice of 15 calendar days to the Supplier, stating the reason and the intention of EIL/ Owner to terminate the Contract and to take other penal actions in terms of the contract including extant policy for Suspension/ Banning of EIL/ Owner.

- 20.1.5 The Supplier may also request for a personal hearing.
- 20.1.6 EIL/ Owner based on the Supplier's response to the Show Cause Notice and the personal hearing, shall decide the action regarding Termination and/ or Suspension / Banning or otherwise.
- 20.1.7 The decision taken as above shall apply to both Termination as well as Suspension / Banning.
- 20.2. In case Purchase order awarded for the tendered item have to be terminated due to supplier's default and a separate enquiry have to be floated to get the remaining/ complete work executed, such defaulting supplier will not be considered for enquiries issued for the refloated works of same project.
- 21.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS COMING TO INDIA FOR EXECUTION OF PROJECTS:**
- 21.1. All Foreign nationals coming to India for execution of Projects / Contracts will have to apply for Employment Visa only and that grant of Employment visa would be subject to strict adherence of following norms:
- 21.1.1 Employment visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
- 21.1.2 Request for employment visa for Jobs for which large number of qualified Indians are available, is not considered.
- 21.1.3 Under no circumstances an Employment visa is granted for routine, ordinary secretarial / clerical jobs.
- 21.2. Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case foreign nationals are required to be deputed to India during execution of contract.
- 22.0 FRAUDULENT PRACTICES**
- 22.1. The Owner requires that Sellers/ Vendors/ Contractors observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the Owner, and includes collusive practice among Sellers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the owner of the benefits of free and open competition.
- 22.2. The owner will reject a proposal for award if it determines that the Seller recommended for award has engaged in fraudulent practices in competing for the Contract in question.
- 22.3. Seller is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.
- 22.4. In case, the information/ document furnished by the Seller/ Vendor/ Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, Owner shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Seller/ Vendor/ Contractor without any prejudice to other rights available to Owner under the contract such as forfeiture of PBG/ Security Deposit, withholding of payment etc.
- 22.5. In case, this issue of submission of false documents comes to the notice after execution of work, Owner shall have full right to forfeit any amount due to the Seller/ Vendor/ Contractor along with forfeiture of PBG/ Security Deposit furnished by the Seller/vendor/ contractor.
- 22.6. Further, such Seller/ vendor/ contractor shall be put on Blacklist/ Holiday/ Suspension / Banning list /Negative List of owner debarring them from future business with Owner for a time period, as per the prevailing policy in EIL/Owner.

23.0 DISPATCH NUMBER

23.1. In addition to the details furnished in the invoice, supplier shall generate DISPATCH NUMBER (DN) against each invoice. The DN shall be 3 digit continuous number starting from 001 suffixed to purchase Order Number and shall be unique to each invoice. Same shall also be printed on each consignment / box for easy co-relation. DN shall be quoted in all further communications viz dispatch detail to inspection, correspondence with site as well as for payment purpose. Mentioning the DN on each invoice shall be mandatory.”

24.0 TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING / TRAINING AT SITE

24.1. Terms & conditions for supervision of erection, testing & commissioning / training at site shall be as per attached Annexure-III to SPC.

25.0 TERMS & CONDITIONS FOR INSTALLATION/ SITE WORK

25.1. Terms & conditions for installation/ site work shall be as per attached Annexure-IV to SPC.

26.0 TERMS & CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT (AMC)

26.1. Terms & conditions for Annual Maintenance Contract (AMC) shall be as per attached Annexure-V to SPC.

27.0 TERMS & CONDITIONS FOR TRAINING OF OWNER PERSONNEL AS PER MR AT VENDOR'S WORKS/ TRAINING FACILITY

27.1. Terms & conditions for training of owner personnel as per MR at vendor's works/ training facility shall be as per attached Annexure-VI to SPC.

28.0 CANCELLATION

Following clause has been added to Clause No. 18.0 of GPC-Indigenous;

The purchase order, if placed on the Supplier, shall be immediately terminated in the event of termination of the Contract between MRPL & EIL.

29.0 CONFIDENTIALITY OF BIDDING DOCUMENT

29.1. Bidding Document is and shall remain the exclusive property of EIL/Owner without any right to Bidder to use them for any purpose except for the purpose of Bidding.

29.2. **On no account will any agency to whom Bidding Documents is issued, part with possession thereof or copy or take copies or tracings of any drawing, plan etc. It should be understood that the information therein is confidential, and that the Bidding Documents are therefore being issued to bidders in the strictest confidence.**

30.0 VULNERABILITY ATLAS OF INDIA

Provisions for Vulnerability Atlas of India (VAI) shall be as per shall be as per attached **Annexure-XIII to SPC.**

31.0 LIEN

Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

**ANNEXURE –I
TO
SPECIAL PURCHASE CONDITIONS
STANDARD PAYMENT TERMS**

A.	<u>FOR INDIGENOUS SUPPLIERS:</u>
1.	
1.1.	<p>Where the MR is for supply of materials and there is no Vendor Data Requirement (VDR) specified in the MR like Fasteners, Valves, Pipes, Fittings, Gasket etc:</p> <ol style="list-style-type: none"> 1. 15% against identification of raw materials at Supplier’s works and against submission of ABG of equivalent amount. 2. 65% against dispatch documents (along with copy of LR/GR and IRN) directly to EIL together with full taxes, duties and transportation charges. 3. 10% against receipt and acceptance of material at site 4. 10% against receipt and acceptance of all material at site.
1.2	<p>Where the MR is for supply of materials and calls for Vendor Data requirement (without site work), except– item included in 1.4 & 1.5 - like Sample cooler, Strainer, Cable, Control valve etc.:</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 3. 10% against placement of sub-orders to sub-vendors for Major raw material and submission of ABG of equivalent amount 4. 15% against receipt and identification of major specified raw materials at Supplier’s works and against submission of ABG of equivalent amount 5. 45% (50% where drawing/doc approval not required) against dispatch documents along with copy of LR, IRN and packing list, Invoice with full taxes, duties and transportation charges. 6. 10% against receipt and acceptance of material at site 7. 05% on receipt of all Final/As built Drawings/ Documents/ Data/ Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in EIL-portal. 8. 10% on receipt of all material & acceptance of all materials at site.
1.3	<p>Where the MR is for supply of materials and calls for Vendor Data requirement (With site work), except– item included in 1.4 & 1.5 - like trays and tower internals, Weighing scale etc</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 3. 10% against placement of sub-orders to sub-vendors for Major raw material and submission of ABG of equivalent amount

	<ol style="list-style-type: none"> 4. 10% against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount. 5. 50% (55% where drawing/doc approval not required) against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges 6. 10% against receipt and acceptance of material at site 7. 05% on receipt of all Final/As built Drawings/ Documents/ Data/ Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in EIL-portal. 8. 10% on completion of Site Work. <p>Note: Above payment terms (Sl. no. 1 to 8) is for supply value.</p> <p>In case site front is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the site work (Sl. No. 8) shall be released on submission of additional Bank Guarantee of equivalent amount valid for 1 (One) year or such extended period as may be required.</p> <p>For Site Work:</p> <ol style="list-style-type: none"> a. 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge. b. 10% on successful completion of site work and handing over of goods/equipment at site.
1.4	<p>Where the MR is for fabricated equipment like Columns/Pressure vessels/Reactors/Heat Exchangers/Air Fin Cooler and rotary equipment like /Pumps/Compressors/Extruder/EOT Crane (with significant Bought out item) and calls for Vendor Data requirement (Without site work):</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 3. 01% against receipt of foundation Template for Column, Reactors, Coke Drums, Reactor & Regenerator (R&R) and vessels as applicable and foundation Bolt for Coke Drums, Reactors, Vessels / Columns, Reactor & Regenerator (R&R), Compressor, Extruder etc. (as applicable) 4. 10% against placement of sub-order for specified major raw material (identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. 5. 19% (20% if foundation template, foundation bolt not required) against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount. <p>6.A: 45% Payment for fabricated equipment like Columns/ Pressure vessels/ Reactors/ Heat Exchangers/ Air Fin Cooler and rotary equipment like / Pumps/ Compressors/ Extruder etc.</p>

	<p>6.A.1.a1 05 % of the total PO value</p> <ul style="list-style-type: none"> i. For fabricated equipment like Reactor & Regenerator/ Columns/ Pressure vessels/ Reactors against Receipt and satisfactory final inspection of all dished ends at shop and against submission of ABG of equivalent amount. ii. For Heat exchangers and Air fin coolers against receipt and satisfactory final inspection of Tube sheet after drilling / Header boxes before PWHT respectively and against submission of ABG of equivalent amount. <p>6.A.1.a2 10% of the total PO value</p> <ul style="list-style-type: none"> i. For fabricated equipment like Reactor & Regenerator/Coke Drums/Columns/Pressure vessels/ Reactors against satisfactory completion of all long seam and circ seam welding and NDE before PWHT except closing circ. seam weld joint and against submission of ABG of equivalent amount. ii. For Heat exchangers and Air fin coolers on satisfactory Inspection of Tube bundle after Tube to Tube plate welding / Expansion and against submission of ABG of equivalent amount. <p style="text-align: center;">OR</p> <p>6.A.1.b 15% of the total PO value For Pumps/ Compressors / Extruder against receipt of main drivers (For Extruder main drivers are drivers for Extruder and palletizer) and VFD (as applicable) at vendor's works and against submission of ABG of equivalent amount.</p> <p>6.A.2 30% against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges for fabricated equipment like Columns/Pressure vessels/ Reactors/ Heat Exchangers, Air Fin Cooler, Pump, Compressor and Extruder.</p> <p style="text-align: center;">OR</p> <p>6.B. 45 % Payment for EOT Crane Against dispatch documents for EOT Crane along with copy of LR, IRN and packing list Invoice with full taxes, duties and transportation charges.</p> <ul style="list-style-type: none"> 7. 5% against receipt and acceptance of material at site 8. 05% on receipt of all Final/As built Drawings/ Documents/ Data/ Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in EIL-portal. 9. 10% on receipt of all material & acceptance of all materials at site. <p>Major Raw Material for payment against placement of orders:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Columns/Vessels/Reactors/ Coke Drums / Reactor & Regenerator</td> <td style="width: 5%; text-align: center; padding: 5px;">:</td> <td style="width: 45%; padding: 5px;">Plates & Forgings</td> </tr> </table>	Columns/Vessels/Reactors/ Coke Drums / Reactor & Regenerator	:	Plates & Forgings
Columns/Vessels/Reactors/ Coke Drums / Reactor & Regenerator	:	Plates & Forgings		

	Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
	Pumps	:	Castings for casings, impellers , drivers and VFD (as applicable)
	Centrifugal Compressors	:	Castings for casings, impellers, forgings for rotors and main drivers and VFD (as applicable)
	Reciprocating Compressors	:	Crank case, Cylinder, Piston, Piston Rods, Main Drivers and VFD (as applicable)
	Extruder:	:	Screw, Main cylinder, Die plate and Main driver for extruder and Palletizer and VFD including Transformer (as applicable)
	Air Fin Coolers	:	Tubes, Header Plates, Fin Material, Motor and VFD (as applicable)
	EOT Crane	:	Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes.
Major Raw Material for payment against receipt & identification of raw materials:			
	Columns/Vessels/Reactors/ Coke Drums/Reactor & Regenerator	:	Plates & Forgings
	Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
	Pumps	:	Castings for casings, impellers
	Centrifugal Compressors	:	Castings for casings, impellor, forgings for rotors
	Reciprocating Compressors	:	Crank case, Cylinder, Piston, Piston Rods
	Extruder	:	Screw, Main cylinder, Die Plate
	Air Fin Coolers	:	Tubes, Header Plates, Fin Material
	EOT Crane	:	Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes.
1.4 (a)	Where the MR is for Packages like Nitrogen package, Conveyor package, Bagging package, HVAC, PSA Hydrogen (with significant Bought out item) and calls for Vendor Data requirement		

	<p>(Without site work):</p> <p>1. Drawing Approval</p> <p>a. 02% against approval of specific drawings (identified in PO/PR) like interface Drawings, P&ID, Foundation loading plan of pipe rack/equipment wherever required, dimensional Equipment layout at least in Code-2 / Code R and against submission of ABG of equivalent amount.</p> <p>b. 03% against approval of drawings, wherever required (identified in PO/ PR or during KOM if not specified) at least in Code-2 / Code R, 90 % (stage) 3D model and against submission of ABG of equivalent amount.</p> <p>2. 01% against receipt of foundation Template and foundation Bolt as applicable for equipment and items as per package requirements.</p> <p>3. 10% against placement of sub-order for specified major raw material (to be specified in MR identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount.</p> <p>4. 19% (20% if foundation template, foundation bolt not required) against receipt and identification of major specified items (to be specified in MR identified during kick off meeting, if not specified in enquiry) at Supplier's works and against submission of ABG of equivalent amount.</p> <p>5. 45% against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges and Master packing list (as part of the Inspection Certificate cum release note), Invoice with full taxes, duties and transportation charges. Master packing list is to be submitted by the package vendor in EIL -portal in information category.</p> <p>(a) In case control system is part of Package vendor's scope, Modbus mapping details shall be submitted by the package vendor in EIL-portal for information category.</p> <p>(b) If package vendor's control and logic needs to be executed in main control system, final P&ID, Cable schedule, point data base & logic diagram shall be submitted in EIL -portal.</p> <p>6. 5% against receipt and acceptance of material at site</p> <p>7. 05% on receipt of all Final/ As built Drawings/ Documents/ Data/Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in EIL -portal.</p> <p>8. 10% on receipt, acceptance and reconciliation of all materials at site and issue of Certificate of verification of all materials in good condition.</p>
<p>1.5</p>	<p>Where the MR is for fabricated equipment like Columns/Pressure vessels/Reactors/Heat Exchangers/ Air Fin Cooler and rotary equipment like Pumps/ Compressors/ Extruder/EOT Crane (with significant Bought out item) and calls for Vendor Data requirement (With site work):</p> <p>1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount.</p> <p>2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent</p>

amount.

3. 01% against receipt of foundation Template for Column, Reactors, Coke Drums, Reactor & Regenerator (R&R) and vessels as applicable and foundation Bolt for Coke Drums, Reactor & Regenerator (R&R), Compressor, Extruder.
4. 10% against placement of sub-order for specified major raw material (identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount.
5. 19% (20% if foundation template, foundation bolt not required) against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount.

6.A: 45% Payment for fabricated equipment like Columns/ Pressure vessels/ Reactors/ Heat Exchangers/ Air Fin Cooler and rotary equipment like / Pumps/ Compressors/ Extruder etc.

6.A.1.a1 05 % of the total PO value

- i. For fabricated equipment like Reactor & Regenerator/ Columns/ Pressure vessels/Reactors against Receipt and satisfactory final inspection of all dished ends at shop and against submission of ABG of equivalent amount.
- ii. For Heat exchangers and Air fin coolers against receipt and satisfactory final inspection of Tube sheet after drilling / Header boxes before PWHT respectively and against submission of ABG of equivalent amount.

6.A.1.a2 10% of the total PO value

- i For fabricated equipment like Reactor & Regenerator/Coke Drums/ Columns/Pressure vessels/Reactors against satisfactory completion of all long seam and circ. seam welding and NDE before PWHT except closing circ. Seam weld joint and against submission of ABG of equivalent amount.
- ii. For Heat exchangers and Air fin coolers on satisfactory Inspection of Tube bundle after Tube to Tube plate welding/Expansion and against submission of ABG of equivalent amount.

OR

6.A.1.b 15% of the total PO value For Pumps/ Compressors/ Extruder against receipt of main drivers (For Extruder main drivers are drivers for Extruder and palletizer) and VFD(as applicable) and against submission of ABG of equivalent amount.

6.A.2 30% against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges for fabricated equipment like Columns/Pressure vessels/Reactors/Heat Exchangers, Air Fin Cooler, Pump, Compressor and Extruder..

OR

6.B 45% Payment for EOT Crane

Against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges for EOT Crane.

- 7 5% against receipt and acceptance of material at site
- 8 05% on receipt of all Final/As built Drawings/Documents /Data /Manual in requisite number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in EIL -portal
- 9. 10% on completion of Site Work.

Major Raw Material for payment against placement of orders:

Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	:	Plates & Forgings
Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
Pumps	:	Castings for casings, impellers , drivers and VFD (as applicable)
Centrifugal Compressors	:	Castings for casings, impellers, forgings for rotors and main drivers and VFD (as applicable)
Reciprocating Compressors	:	Crank case, Cylinder, Piston, Piston Rods, Main Drivers and VFD(as applicable)
Extruder:	:	Screw, Main cylinder, Die plate and Main driver for extruder and Palletizer and VFD including Transformer (as applicable)
Air Fin Coolers	:	Tubes, Header Plates, Fin Material, Motor and VFD (as applicable)
EOT Crane	:	Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes.

Major Raw Material for payment against receipt & identification of raw materials:

Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	:	Plates & Forgings
Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
Pumps	:	Castings for casings, impellers

	Centrifugal Compressors	:	Castings for casings, Impellor, forgings for rotors
	Reciprocating Compressors	:	Crank case, Cylinder, Piston, Piston Rods
	Extruder	:	Screw, Main cylinder, Die Plate
	Air Fin Coolers	:	Tubes, Header Plates, Fin Material
	EOT Crane	:	Main motors, Wire rope, Hooks, Brake and limit switch Gear Boxes.
1.5 (a)	<p>Where the MR is for Packages like Nitrogen package, Conveyor package, Bagging package, HVAC, PSA Hydrogen (with significant Bought out item) and calls for Vendor Data requirement (With site work):</p> <ol style="list-style-type: none"> 1. Drawing Approval <ol style="list-style-type: none"> a. 02% against approval of specific drawings (identified in PO/PR) like interface Drawings, P&ID, Foundation loading plan of pipe rack/equipment wherever required, dimensional Equipment layout (identified in PO/ PR or during KOM if not specified) at least in Code-2 / Code R and against submission of ABG of equivalent amount. b. 03% against approval of balance drawings, wherever required (identified in PO/ PR or during KOM if not specified) and at least in Code-2 / Code R, 90 % (stage) 3D model and against submission of ABG of equivalent amount 2. 10% against placement of sub-order for specified major raw material ((to be specified in MR or to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. 3. 20% against receipt and identification of major specified raw materials (to be specified in MR or to be identified during kick off meeting, if not specified in enquiry) at Supplier's works and against submission of ABG of equivalent amount. 4. 45% against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges and Master packing list (as part of the Inspection Certificate cum release note). Master packing list is to be submitted by the package vendor in EIL -portal in information category. <ul style="list-style-type: none"> (a) In case control system is part of Package vendor's scope, Modbus mapping details shall be submitted by the package vendor in EIL-portal for information category. (b) If package vendor's control and logic needs to be executed in main control system, final P&ID, Cable schedule, point data base & logic diagram shall be submitted in EIL -portal. 5. 05% on receipt, acceptance and reconciliation of all materials at site and issue of Certificate of verification of all materials in good condition. 6. 05% on receipt of all Final/As built Drawings/Documents/ Data/ Manual in requisite 		

	<p>number duly certified by Inspection agency as per VDR specified in Purchase Requisition and uploading the same in EIL-portal.</p> <p>7. 10% upon completion of site work and successful performance guarantee test run.</p> <p>Note : Above payment terms (Sl. no. 1 to 7) is for supply value.</p> <p>In case site front is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the site work (Sl. No. 7) shall be released on submission of additional Bank Guarantee of equivalent amount valid for 1 (One) year or such extended period as may be required.</p> <p>For Site Work:</p> <p>a) 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer in-charge.</p> <p>b) 10% on successful completion of site work and handing over of goods/equipment at site.</p>
<p>1.6</p>	<p>Mobile Water cum foam tenders (Truck loaded)</p> <p>For Chassis: (Supplier shall furnish the sub order copy on the chassis manufacturer and furnish confirmation regarding direct payment to chassis manufacturer against chassis value out of total quoted value of complete package).</p> <ol style="list-style-type: none"> 1. 10% of sub-order value to chassis manufacturer directly against placement of sub-order for chassis against submission of equivalent Bank Guarantee having validity up to dispatch of chassis from chassis manufacturer's works. 2. 90% of sub-order value shall be made to the chassis manufacturer against commercial invoice to Supplier (against dispatch readiness), duly endorsed by Supplier and against submission of following: <ol style="list-style-type: none"> a) Ownership of chassis shall be in the name of EIL/Client by sub-vendor along with Insurance policy with the Client as beneficiary to cover all risks during transit and storage at main vendor works. b) In addition Supplier to confirm that they shall assist Owner in final and firm registration of duly built up vehicle at project site. c) No other charges shall be payable on any account w.r.t chassis including transportation of chassis, insurance from Chassis Supplier works to Supplier works etc. d) Supplier to carry out the works in their work shop/ Works which shall be insured including work in progress materials in the shop. Supplier shall furnish all such necessary documents to this effect enabling Owner to release payment to Chassis Supplier. <p>For Fabrication works at Vendor shop (Total quoted price of package excluding price of chassis as per Work order on chassis vendor):</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent

	<p>amount.</p> <ol style="list-style-type: none"> 3. 10% against receipt and identification of major specified items at Supplier's works (Pumps and Power Take off unit) and against submission of ABG of equivalent amount. 4. 70% against dispatch documents (Copy of LR, IRN and packing list, Invoice) with full taxes duties and transportation charges 5. 05% on receipt of all Final/As built Drawings/Documents/ Data/ Manual in requisite number of TPIA certified copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal. 6. 10 % on receipt of all material & acceptance of all materials at site.
2.	<p>For supply of Mandatory Spares (wherever price of mandatory spares obtained separately)</p> <ol style="list-style-type: none"> 1. 90% against receipt of material at site (after receipt of main equipment at site) along with copy of LR, IRN and packing list, Invoice with full taxes, duties and transportation charges. 2. 10 % on receipt of all material & acceptance of all materials at site.
3.	<p>Site Work:</p> <ol style="list-style-type: none"> 1. 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge. 2. 10% on successful completion of site work and handing over of goods/equipment at site.
4.	<p>Any services on per diem basis like: Supervision of Erection, Testing & Commissioning/ assistance during erection, Testing & Commissioning / Training at site / Supplier's works on per diem basis.</p> <ul style="list-style-type: none"> • 100% prorata against monthly bills to be submitted by Supplier duly certified by Engineer-in-Charge.
5.	<p>Training (lumpsum)/ Applicable for all items wherever lumpsum rates are sought such as 3D MODELLING etc.</p> <ul style="list-style-type: none"> • 100 % on successful completion of Training duly certified by EIL/OWNER, as per Purchase Requisition.
6.	<p>Annual Maintenance Contract (AMC):</p> <ul style="list-style-type: none"> • 100% payment shall be paid at the end of each quarter against quarterly progressive bills to be submitted by Supplier duly certified by authorized representative of Owner.
B.	<u>FOR FOREIGN SUPPLIERS</u>
1.	
1.1.	<p>Where the MR is for supply of materials and there is no Vendor Data Requirement (VDR) specified in the MR like Fasteners, Valves, pipes, fittings, gasket etc</p> <ol style="list-style-type: none"> 1. 15% thru wire transfer against identification of raw materials at Supplier's works and against submission of ABG of equivalent amount. 2. 85% of PO value along with full Ocean freight (in case of CFR delivery basis) against

	shipping documents through irrevocable Letter of Credit/ wire transfer.
1.2.	<p>Where the MR is for supply of materials and calls for Vendor Data requirement (without site work), except– item included in 1.4 & 1.5 - like Sample cooler, Strainer, Cable, Control valve etc:</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 3. 10% thru wire transfer against placement of sub-orders to subvendors for Major raw material and submission of BG of equivalent amount 4. 15% thru wire transfer against receipt and identification of major specified raw materials at Supplier’s works and against submission of ABG of equivalent amount. 5. 65% (70% in cases where drawing approval is not required) of PO value along with full Ocean freight (in case of CFR delivery basis) against shipping documents through irrevocable Letter of Credit/wire transfer. 6. 05% thru wire transfer on receipt of all Inspection agency certified Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal.
1.3.	<p>Where the MR is for supply of materials and calls for vendor Data requirement (with site work), except– item included in 1.4 & 1.5 - like trays and tower internals, weighing scale etc</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 10% thru wire transfer against placement of sub-orders to subvendors for Major raw material and submission of BG of equivalent amount 3. 15% thru wire transfer against receipt and identification of major specified raw materials at Supplier’s works and against submission of ABG of equivalent amount. 4. 55% (60% in cases where drawing approval is not required) of PO value along with full Ocean freight (in case of CFR delivery basis) against shipping documents through irrevocable Letter of Credit/wire transfer. 5. 05% thru wire transfer on receipt of all Inspection agency certified Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-Portal.

	<p>6. 10% on successful completion of Site Work through wire transfer</p> <p>Note: In case Customs clearance and further transportation of material upto Project site is in the supplier's scope, 55% against shipping documents shall be split in 5% + 50% and 5% shall be paid after receipt of material at Project site.</p> <p>Note : Above payment terms (Sl. no. 1 to 7) is for supply value.</p> <p>In case site front is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the site work (Sl. No. 7) shall be released on submission of additional Bank Guarantee of equivalent amount valid for 1 (One) year or such extended period as may be required.</p> <p>For Site Work:</p> <ol style="list-style-type: none"> a. 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge. b. 10% on successful completion of site work and handing over of goods/equipment at site. 						
1.4.	<p>Where the MR is for fabricated equipment like Columns/Pressure vessels/Reactors/Heat Exchangers/Air Fin Cooler and rotary equipment like Pumps/Compressors/Extruder/EOT Crane (with significant Bought out item) and calls for Vendor Data requirement (Without site work):</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount 3. 01% thru wire transfer against receipt of foundation Template for Column, Reactor & Regenerator, Coke Drums, Reactors and vessels as applicable and foundation Bolt for Compressor/Extruder. 4. 10% against placement of sub-order for specified major raw material (to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. 5. 19% (20% if foundation template, foundation bolt not required) against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount. 6. 60% along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit/wire transfer. 7. 05% on receipt of Inspection agency certified all Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal. <p>Major Raw Material for payment against placement of orders:</p> <table border="1" data-bbox="295 1854 1452 2020"> <tr> <td data-bbox="295 1854 726 1960">Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator</td> <td data-bbox="726 1854 758 1960">:</td> <td data-bbox="758 1854 1452 1960">Plates & Forgings</td> </tr> <tr> <td data-bbox="295 1960 726 2020">Heat Exchangers</td> <td data-bbox="726 1960 758 2020">:</td> <td data-bbox="758 1960 1452 2020">Plates, Tube, Tube sheets and SRN forgings (as</td> </tr> </table>	Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	:	Plates & Forgings	Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as
Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	:	Plates & Forgings					
Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as					

		applicable)
	Pumps	: Castings for casings, impellers , drivers and VFD (as applicable)
	Centrifugal Compressors	: Castings for casings, impellers, forgings for rotors and main drivers and VFD (as applicable)
	Reciprocating Compressors	: Crank case, Cylinder, Piston, Piston Rods, Main Drivers and VFD(as applicable)
	Extruder:	: Screw, Main cylinder, Die plate and Main driver for extruder and Palletizer and VFD (as applicable)
	Air Fin Coolers	: Tubes, Header Plates, Fin Material, Motor and VFD (as applicable)
	EOT Crane	: Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes
Major Raw Material for payment against receipt & identification of raw materials:		
	Columns/Vessels/Reactors/ Coke Drums/Reactor Regenerator	& : Plates & Forgings
	Heat Exchangers	: Plates, Tube, Tube sheets and SRN forgings (as applicable)
	Pumps	: Castings for casings, impellers
	Centrifugal Compressors	: Castings for casings, Impellor, forgings for rotors
	Reciprocating Compressors	: Crank case, Cylinder, Piston, Piston Rods
	Extruder	: Screw, Main cylinder, Die Plate
	Air Fin Coolers	: Tubes, Header Plates, Fin Material
	EOT Crane	: Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes
1.4 (a)	Where the MR is for Packages like Nitrogen package, Conveyor package, Bagging package etc. (with significant Bought out item) and calls for Vendor Data requirement (Without site work):	
	1. Drawing Approval	

	<ol style="list-style-type: none"> a. 02% against approval of specific drawings (identified in PO/PR) like interface Drawings, P&ID, Foundation loading plan of pipe rack/equipment wherever required, dimensional Equipment layout (identified in PO/ PR or during KOM if not specified) at least in Code-2 / Code R and against submission of ABG of equivalent amount. b. 3% against approval of balance drawings, wherever required (identified in PO/ PR or during KOM if not specified) and at least in Code-2 / Code R, 90 % (stage) 3D model and against submission of ABG of equivalent amount <ol style="list-style-type: none"> 2. 01% against receipt of foundation Template and foundation Bolt as applicable for equipment and items as per package requirements 3. 10% against placement of sub-order for specified major raw material (to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. 4. 19% (20% if foundation template, foundation bolt not required) against receipt and identification of major specified raw materials (to be identified during kick off meeting, if not specified in enquiry) at Supplier's works and against submission of ABG of equivalent amount. 5. 55% along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit. IRN and Master packing list (as part of the Inspection Certificate cum release note) shall also be part of shipping documents. Master packing list is to be submitted by the package vendor in EIL-portal in information category. <ol style="list-style-type: none"> (a) In case control system is part of Package vendor's scope ,Modbus mapping details shall be submitted by the package vendor in EIL-portal for information category. (b) If package vendor's control and logic needs to be executed in main control system, final P&ID, Cable schedule, point data base & logic diagram shall be submitted in EIL -portal. 6. 05% on receipt of Inspection agency certified all Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal. 7. 05 % on receipt of all material & acceptance of all materials at site.
1.5.	<p>Where the MR is for fabricated equipment like Columns/Pressure vessels/Reactors/Air Fin Cooler/Pumps/Compressor/Extruder/EOT Cranes (with significant Bought out item) and calls for Vendor Data requirement (With site work):</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount 3. 01% thru wire transfer against receipt of foundation Template for Column, Reactor & Regenerator, Coke Drums, Reactors and vessels as applicable and foundation Bolt for Compressor/Extruder. 4. 10% against placement of sub-order for specified major raw material (identified in PO/ PR or during KOM if not specified) and against submission of ABG of equivalent amount. 5. 19% (20 % if foundation template, foundation bolt not required) against receipt and identification of major specified raw materials at Supplier's works and against submission

of ABG of equivalent amount.

6. 50% along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit/wire transfer.
7. 05% on receipt of Inspection agency certified all Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal.
8. 10% on completion of site work through wire transfer

Note: In case Customs clearance and further transportation of material up to Project site is in the supplier's scope, 50% against shipping documents shall be split in 5% + 45% and 5% shall be paid after receipt of material at Project site.

Major Raw Material for payment against placement of orders:

Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	:	Plates & Forgings
Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)
Pumps	:	Castings for casings, impellers, drivers and VFD (as applicable)
Centrifugal Compressors	:	Castings for casings, impellers, forgings for rotors and main drivers and VFD (as applicable)
Reciprocating Compressors	:	Crank case, Cylinder, Piston, Piston Rods, Main Drivers and VFD (as applicable)
Extruder:	:	Screw, Main cylinder, Die plate and Main driver for extruder and Palletizer and VFD(as applicable)
Air Fin Coolers	:	Tubes, Header Plates, Fin Material, Motor and VFD (as applicable)
EOT Crane	:	Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes-

Major Raw Material for payment against receipt & identification of raw materials:

Columns/Vessels/Reactors/ Coke Drums/Reactor & Regenerator	:	Plates & Forgings
Heat Exchangers	:	Plates, Tube, Tube sheets and SRN forgings (as applicable)

		applicable)
	Pumps	: Castings for casings, impellers
	Centrifugal Compressors	: Castings for casings, Impellor, forgings for rotors
	Reciprocating Compressors	: Crank case, Cylinder, Piston, Piston Rods
	Extruder	: Screw, Main cylinder, Die Plate
	Air Fin Coolers	: Tubes, Header Plates, Fin Material
	EOT Crane	: Main motors, Wire rope, Hooks, Brake and limit switches & Gear Boxes
1.5 (a)	<p>Where the MR is for Packages like Nitrogen package, Conveyor package, Bagging package, HVAC, PSA Hydrogen etc (with significant Bought out item) and calls for Vendor Data requirement (With site work):</p> <ol style="list-style-type: none"> 1. Drawing Approval <ol style="list-style-type: none"> a. 02% against approval of specific drawings (identified in PO/PR) like interface Drawings, P&ID, Foundation loading plan of pipe rack/equipment wherever required, dimensional Equipment layout at least in Code-2 / Code R and against submission of ABG of equivalent amount. b. 03% against approval of drawings, wherever required (identified in PO/ PR or during KOM if not specified) at least in Code-2 / Code R, 90% stage model review and against submission of ABG of equivalent amount. 2. 10% against placement of sub-order for specified major raw material (identified in PO/ PR or during KOM if not specified) and against submission of ABG of equivalent amount. 3. 20% against receipt and identification of major specified raw materials at Supplier's works and against submission of ABG of equivalent amount. 4. 45% along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit. IRN and Master packing list (as part of the Inspection Certificate cum release note) shall also be part of shipping documents. Master packing list is to be submitted by the package vendor in EIL-portal in information category. <ol style="list-style-type: none"> (a) In case control system is part of Package vendor's scope ,Modbus mapping details shall be submitted by the package vendor in EIL-portal for information category. (b) If package vendor's control and logic needs to be executed in main control system, final P&ID, Cable schedule, point data base & logic diagram shall be submitted in EIL -portal. 5. 05% on receipt of Inspection agency all Final/As built Drawings/ Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal. 6. 05% on final acceptance of all materials at site. 7. 10% upon completion of site work and successful performance guarantee test run through wire transfer. <p>Note: In case Customs clearance and further transportation of material upto Project site is in the</p>	

	<p>supplier's scope, 45% against shipping documents shall be split in 5% + 40% and 5% shall be paid after receipt of material at Project site.</p> <p>Note: Above payment terms (Sl. no. 1 to 7) is for supply value.</p> <p>In case site front is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the site work (Sl. No. 7) shall be released on submission of additional Bank Guarantee of equivalent amount valid for 1 (One) year or such extended period as may be required.</p> <p>For Site Work:</p> <ol style="list-style-type: none"> a. 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge. b. 10% on successful completion of site work and handing over of goods/equipment at site.
2.	<p>For supply of Mandatory Spares:</p> <ul style="list-style-type: none"> • 100% thru irrevocable Letter of Credit against shipping documents after dispatch of main equipment.
3.	<p>Site Work:</p> <ol style="list-style-type: none"> a) 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge. b) 10% on successful completion and handing over of goods/equipment at site.
4.	<p>Any services on per diem basis like: Supervision of Erection, Testing & Commissioning/ assistance during erection, Testing & Commissioning / Training at site / Supplier's works on per diem basis.</p> <ul style="list-style-type: none"> • 100% against monthly bills to be submitted by Supplier duly certified by Engineer-in-Charge.
5.	<p>Training (Lumpsum):</p> <ul style="list-style-type: none"> • 100% through Wire Transfer on successful completion of Training duly certified by EIL/OWNER, as per Purchase Requisition (PR).
6.	<p>Annual Maintenance Contract (AMC):</p> <ul style="list-style-type: none"> • 100% payment shall be paid at the end of each quarter against quarterly progressive bills to be submitted by Supplier duly certified by authorized representative of Owner.

7.	<p>Indian sub-supplies in case of a Foreign bidder:</p> <ul style="list-style-type: none"> a) 85% through E-Payment with taxes and duties will be paid against receipt of Indian sourced goods/material at project site. b) 10% against receipt of Indian supplies at site and delivery of main equipment by foreign bidder, as per Terms of bidding document and completion of site work, wherever applicable. c) 5% on submission of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition, by main bidder. <ul style="list-style-type: none"> • Payment of Indian sub supplies/Services shall be released directly to Indian counterpart against Invoices raised by Indian counterpart duly certified by foreign principal. • In case of Foreign bids with Indian sub supplies, the payment terms of Foreign bidder against shipping documents stands reduced by 5% which shall be released as follows: <ul style="list-style-type: none"> ➤ 5% payment shall be released thru wire transfer, on delivery of main equipment by foreign principal (as per terms of enquiry document) as well as receipt of Indian supplies at site.
C	<p>FOR ALL SITE FABRICATED COLUMNS, VESSELS ETC. (FABRICATION YARD WITHIN PROJECT SITE)</p> <ol style="list-style-type: none"> 1. 02% against approval of drawings, wherever required (identified in PO/ PR/ Kick off Meeting / post order) at least in Code-2 / Code R and against submission of ABG of equivalent amount. 2. 03% against approval of drawings in Code-1 and against submission of ABG of equivalent amount. 3. 01% against receipt of foundation Template 4. 10% against placement of sub-order for specified major raw material (identified in PO/ PR or during KOM if not specified) and against submission of ABG of equivalent amount. 5. 24% against receipt and identification of major specified raw materials (Plates and Forgings) at supplier's works / Fabrication yard located outside Project site and against submission of ABG of equivalent amount. Submission of ABG is not required in case fabrication yard is located within project site. 6. 5% of the total PO value against Receipt and satisfactory final inspection of all dished ends at Fabrication yard and against submission of ABG of equivalent amount. Submission of ABG is not required in case fabrication yard is located within project site. 7. 20% of the total PO value against satisfactory completion of all long seam and circ seam welding and NDE before PWHT except closing circ. Seam weld joint and against submission of ABG of equivalent amount. Submission of ABG is not required in case fabrication yard is located within project site. 8. 20% with full taxes & duties and transportation charges against completion of all manufacturing & testing and unconditional IRN issued by the Inspection agency. 9. 05% on receipt of Inspection agency all Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/ VDR specified in Purchase Requisition and uploading the same in EIL-portal. 10. 10% on receipt at erection site, erection in position (wherever applicable) and acceptance

	<p>thereof all materials at site.</p> <p>Major Raw Material for payment against placement of orders:</p> <table border="1" data-bbox="290 340 1460 443"> <tr> <td data-bbox="290 340 726 443">Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator</td> <td data-bbox="726 340 1460 443">: Plates & Forgings</td> </tr> </table>	Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	: Plates & Forgings
Columns/Vessels/Reactors/ Coke Drums/ Reactor & Regenerator	: Plates & Forgings		
	<p>NOTES:</p> <p>A. 1ST Milestone payment shall be released only after receipt of CPBG (wherever applicable) Wherever ABG is required to be submitted by the supplier against milestone progress payment, validity of ABG shall be valid till CDD which shall be further extended , as required till last date of receipt of all material at site. However ABG will be released on dispatch/ receipt of material at site (as applicable).</p> <p>B. Prorata payments shall be applicable on dispatch of equipment. In case of equipment, prorata shall not be on part of equipment.</p> <p>C. In case of indigenous SUPPLIERS, wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties. 100% payment of GST shall be paid on receipt of GST invoices and on proof of payment of GST, or, on auto-population under GST portal.</p> <p>D. Payment to indigenous SUPPLIERS shall be released through Electronic Clearing System (ECS) and to foreign SUPPLIERS, payments other than against shipping documents, i.e., for Site Work and Supervision/Training etc. shall be through wire transfer.</p> <p>E. Uploading of and Tracking of invoice in EIL invoice portal: Suppliers and Service Providers shall upload the scan copy of invoices and other documents as required in the Purchase Order/Work Order on the EIL Invoice Portal to enable EIL to speed up and cut down on the processing and payment cycle. Post uploading, all correspondence between EIL and Suppliers/Service Providers will be through the portal. Suppliers/Service providers can track the status of the uploaded invoices through the portal. A user guide on the operation of the portal is available on log in. URL of the portal is http://www.eil.co.in/invoiceportal. Registered Supplier/Contractor can Login with existing Supplier/Contractor code using the radio button. Non-Registered Supplier/Contractor can Login with PAN No. and generate the password using the radio button.</p> <p>F. Irrevocable Letter of Credit (L/C) shall be acceptable from foreign Suppliers in place of Advance Bank Guarantee as well as Contract cum Performance Bank Guarantee.</p> <p>G. For payment to Foreign suppliers: L/C shall be established in favor of the supplier in a bank in his country, for an appropriate amount (in line with Payment Terms). L/C shall be opened within 45 days of receipt of acknowledgement of FOA/PO and receipt of CPBG (wherever applicable). In case confirmed L/C is insisted by supplier, L/C confirmation charges shall be to supplier's account.</p> <p>H. All payments (other than through L/C) shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects.</p> <p>I. All bank charges of respective bankers shall be to respective account.</p> <p>J. Supplier shall submit Billing Schedule within three weeks after placement of FOA/PO</p>		

(whichever is issued earlier) for EIL/OWNER's approval (wherever applicable). Suppliers requiring multiple dispatches will restrict the number of dispatches to maximum Three, unless agreed otherwise by Project Manager.

- K. In case site front is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the site work shall be released on submission of additional Bank Guarantee of equivalent amount valid for 1 (One) year or such extended period as may be required
- L. Certification for placement of sub-order and/or identification of major raw material, in the above payment terms, shall be carried out by the nominated Inspection agency.
- M. Wherever the payment provision is there against ABG, and Vendor is not seeking payment against these milestone, those milestone payment shall be released along with milestone of despatch/ receipt of material at site without seeking any ABG for earlier milestone payment.
- N. In case of high value Contracts for sophisticated Equipment/ Machinery, if domestic supplier insist payment through LC, this may be considered provided Loading provision is included in Bidding Document.
- O. Normally foreign bidders insist for commencement of delivery -period until after they have received the Letter of Credit. However, for getting a hold on the delivery requirements, a conditional Letter of Credit may be opened, though, such a conditional Letter of Credit is neither operable nor does it certify any other performance for any commercial transaction. The Letter of Credit in such an event can be made operative upon submission by the supplier of another document which could not be furnished earlier before opening of such a conditional Letter of Credit. (e.g., submission of an unconditional order acceptance and submission of Contract Performance Guarantee). A time frame can be made part of the Letter of Credit to enable seller to submit such documents, as a check to expedite action by him.

**ANNEXURE –II
TO
SPECIAL PURCHASE CONDITIONS**

**TERMS & CONDITIONS FOR
INDIAN SOURCED COMPONENTS /SERVICES BY FOREIGN BIDDER**

NOT APPLICABLE

**ANNEXURE –III
TO
SPECIAL PURCHASE CONDITIONS**

**TERMS & CONDITIONS FOR
SUPERVISION OF ERECTION, TESTING & COMMISSIONING/ TRAINING AT SITE**

TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING / TRAINING AT SITE

1. Bidder shall quote per diem charges which shall include lodging, boarding, medical, local transport, all insurances including Bidder's personnel and third party insurance, all other incidental charges and all taxes & duties, including GST (for bidders registered in India) .
2. Tax(s) as per Government policy shall be deducted at source by Purchaser while making payments against each invoice.
3. **For Foreign Bidders:** To & fro air fare by economy class through most economical route preferably by Air India and/or AC 2 Tier by Train Fare(*)within India nearest to site(**Mangaluru, Karnataka**), will be reimbursed at actual. Local transportation in bidder's country shall be to bidder's account.
4. **For Indian Bidders:** To & fro air fare by economy class through most economical route preferably by Air India and/or AC 2 Tier by Train Fare(*) nearest to site (**Mangaluru, Karnataka**), will be reimbursed at actual.

(*In case a bidder travel's by any other mode of transport, the payment shall be made against documentary evidence subject to maximum of AC 2 Tier train fare.
5. Per diem charges shall be payable from the day bidder's person reaches site upto the day he leaves the site. No payment will be made for travel days/period.
6. In case bidder's representative is not called for during Intervening weekly off/Holidays, the same shall be payable at the normal rate of site services. However, in case Seller's representative is called at site during weekly off/Holiday, the same shall be paid @ overtime rate quoted extra by bidder.
7. In case bidder's representative takes leave, per diem charges for that day shall not be payable.
8. Working hours prevailing at site, normally 8 hours/day - Monday through Saturday and holidays as applicable to Purchaser's site personnel shall apply.
9. Selection of Foreign/ Indian supervisory personnel shall be left to Owner's/Purchaser's choice.
10. Vendor's supervisory personnel shall observe/abide by site working conditions prevailing at the existing site, safety codes, Indian laws and local laws.
11. A notice period of 15 days (or as specified in BDS) will be given for mobilization of supervisory personnel for supervision of erection.
12. Validity period of per diem rate shall be upto the end of guarantee period. Further, in case services for supervision are required after the guarantee period, 8% annual escalation shall be applicable.
13. Payment: As per BDS.

14. Requirement of Employment Visa for Foreign Nationals

All foreign nationals coming to India for execution of Projects / Orders will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

- i) Employment Visa is granted only for the skilled and qualified professional or to a person who is being engaged or appointed by a company, organization, Industry or undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
- ii) Request for employment Visa for jobs for which large number of qualified Indian are available, is not considered.
- iii) Under no circumstances an Employment Visa is granted for routine, ordinary secretarial / clerical jobs.

Terms & Conditions for Supervision of Erection, Testing & Commissioning

- iv) Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case foreign nationals are required to be deputed to Indian during execution of the Order.

CHARGES FOR SUPERVISION OF ERECTION/TESTING/COMMISSIONING:

S. No.	Description	Vendor's Reply/Information (TO BE QUOTED IN PRICE SCHEDULE) Currency
1.	Per diem charges (per person) for 8 hours work on normal working days (Monday to Saturday)	TO BE QUOTED ON GEM PORTAL /Day
2.	Overtime rate/ hour beyond normal 8 hours work on normal working days.	TO BE QUOTED IN SEPARATE FILE IN FINANCE FOLDER (.in pdf) AS PER PROFORMA PROVIDED BIDDING DOCUMENT /Hour
3.	Overtime rate/hour for work on weekly off days/holidays (as applicable at Project site).	TO BE QUOTED IN SEPARATE FILE IN FINANCE FOLDER (.in pdf) AS PER PROFORMA PROVIDED BIDDING DOCUMENT /Hour

Notes:

- In case bidder recommends more than one category level of supervisory personnel the information desired at Sr. Nos.2 to 3 above in the table shall be furnished separately for each category of supervisory personnel.
- Quoted per diem rate shall be considered in the evaluation as per RFQ Document.

Bidder's Acceptance:

RFQ No. :
Item :
Offer No. :

Signature with Name & Date and
Seal/Stamp of the Bidder

**ANNEXURE -IV
TO
SPECIAL PURCHASE CONDITIONS**

**TERMS & CONDITIONS FOR INSTALATION / SITE
WORK (PART OF SUPPLY ITEMS)**

TERMS & CONDITIONS FOR INSTALATION / SITE WORK (PART OF SUPPLY ITEMS)

- 1.0 The Vender shall perform their jobs in eco-friendly manner and in consonance with the objectives of MRPL Site environment management system.
- 2.0 Construction / erection work for several other project facilities at various locations within refinery site will be progressing concurrently. It will be the responsibility of vendor to seek approvals from the Owner/Purchaser for working within & outside the refinery limits and also of taking all suitable safety measures as per regulations in force for the safety of existing-refinery.
- 3.0 The material shall be collected by the vendor from Purchaser's stores/Project Site/vendor's own stores (as the case may be) and transported to the erection site at Vendor's cost and risk.
- 4.0 All labour (both skilled and unskilled), tools, tackles and consumables, shall be arranged by Vendor at his own cost.
- 5.0 Vendor shall arrange for the necessary transport, accommodation, medical, canteen and other facilities for their employees/staff at their own cost and abide by all labour laws, safety codes and statutory regulations and keep Owner/ Purchaser indemnified in respect thereof.

Purchaser shall arrange the Marine cover Insurance, Mega Risk Policy and Erection All Risk Cover Insurance for the project for permanent incorporation of material and services. Vendor shall arrange and pay for all other insurances as may be required under the law for their employees/materials/subcontractor(s) and shall also cover against all risk for the materials issued by Purchaser. Vendor shall takes insurance of construction equipment for performance of site-work, tools, materials for temporary works etc at their own cost.

- 6.0 Vendor shall be working at Owner's site along with agencies that will be engaged in the other activities. For this purpose, the third-party risk shall also be covered by Vendor.
- 7.0 The Vendor is responsible for keeping his work place neat and clean and shall always avoid scattering of any materials around the work place. The Vendor shall clear the work site of all debris, materials, tools, tackles etc. immediately upon completion of the job. Any temporary line/cables etc. laid for the purpose of execution of a particular job shall be immediately removed to an agreed location and the site cleared off all such materials.
- 8.0 The Vendor shall not throw out gaskets, used electrode pieces, hand gloves, cotton wastes, gunny bags, polythene bags etc. into open channel, any drains or pipe line system. These are to be collected together and deposited in bins/waste collectors earmarked for the purpose of disposal after consultation with Engineer-in-Charge.

9.0 CONSTRUCTION WATER

Subject to availability, Construction Water shall be provided by OWNER free of cost at one point from where Vendor will make his own arrangement for temporary distribution through tested and certified piping / fittings.

DM Water (for Hydro-testing purpose only) shall be provided by OWNER free of cost , subject to availability.

However, in case of non-availability of above due to any reasons, Vendor shall be responsible for making all arrangements for construction water at his cost. Any statutory requirements/documentation etc. to this effect shall also be met by the Bidder. Non-availability of water due to any reason shall not entitle the Vendor for any claim against OWNER/EIL on account of cost and time implications.

10.0 CONSTRUCTION POWER

The Vendor shall make his own arrangements for Construction Power required for carrying out the scope of works as per Bidding Document.

Subject to availability, construction power shall be provided by OWNER on chargeable basis at the rate of **Rs. 9.5/kWh** at one point from sub-station(s) near the Works site. Further onward power distribution from above location(s) shall be by the Vendor at their cost. The construction power shall be made available to the Vendor subject to grid distribution.

However, in case OWNER is not able to provide construction power, Vendor shall be responsible for making all arrangements for construction power at his cost. Any statutory requirements/documentation etc. to this effect shall also be met by the Vendor.

Further, non-availability of construction power or due to any other reasons shall not entitle the Vendor for any claim against OWNER on account of time and cost implications. Therefore, the Vendor shall within the contract price make alternative arrangements to cope with such eventuality.

Additional power, if required, to meet the contractual requirements, shall be arranged by the Sub-Contractor at its own cost.

OWNER shall recover the cost of power supply every month at prevailing rate (without prejudice to any other mode of recovery available to OWNER) by deduction from the Vendor's bills. The energy meter to be installed by the Vendor shall be tested and certified by State Electricity Board or any other agency approved by OWNER/ EIL.

11.0 LAND FOR SITE OFFICE

The land shall be allocated by Owner to the Vendor Free of Charge limited to the area required for temporary site office and storage area (open or covered) at job site. Batching Plant and fabrication yard, if required, to be arranged by vendor outside MRPL premises at their own cost. Additional land (if required by Vendor) over and above the allocated land shall have to be arranged by the Vendor at their own cost. No land shall be provided for accommodation purposes to the Vendor, or the purposes of any Vendor's personnel. The Vendor shall remove all temporary buildings/ facilities etc. immediately after completion of works in all respects. Security of temporary site office, fabrication yard and storage area shall be arranged by vendor at their own cost.

- 12.0 All Cranes, handling equipment etc, as required, shall be arranged by Vendor at his cost.
- 13.0 As per the applicable Factory Act the Labour License, if required, shall be taken by Vendor before starting the works.
- 14.0 All necessary compliances to various statutory requirements including Factories Act, Labour Welfare legislations, PF & ESI etc. shall be vendor's responsibility.
- 15.0 Necessary tax registrations etc., if any, shall be bidder's responsibility and cost shall be included in the quoted price.
- 16.0 The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per MRPL's Contract Worker's Safety Policy, EIL specification no. 6-82-0001, OISD Guidelines 192 and OISD Guidelines 207, enclosed.
- 17.0 It shall be vendor's responsibility to comply with all rules and regulations in force at construction site.
- 18.0 Surplus material, if any, after completion of site work, shall not be allowed to be taken out of the refinery premises, if EIL/Owner has paid for such materials.

19.0 Contractor to follow the appropriate system for movement of equipment inside refinery area.

20.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS

All foreign nationals coming to India for execution of Projects / Orders will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

20.1 Employment Visa is granted only for the skilled and qualified professional or to a person who is being engaged or appointed by a company, organization, Industry or undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.

20.2 Request for employment Visa for jobs for which large number of qualified Indian are available, is not considered.

20.3 Under no circumstances an Employment Visa is granted for routine, ordinary secretarial / clerical jobs.

Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case foreign nationals are required to be deputed to India during execution of the Order.

**ANNEXURE –V
TO
SPECIAL PURCHASE CONDITIONS**

**TERMS & CONDITIONS
FOR
ANNUAL MAINTENANCE CONTRACT (AMC)**

SIGN AND STAMP OF SUPPLIER

ANNUAL MAINTENANCE CONTRACT (AMC)
(TERMS & CONDITIONS)

1. Bidder shall quote for the Post Warranty Annual Maintenance Contract as per scope defined in Material Requisition / Technical portion for a period of years as specified in the Material Requisition. Please furnish the year wise Break-up in respective field provided in Finance Folder of GeM Portal.
2. The AMC Charges quoted in respective field provided in Finance Folder of GeM Portal shall be inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance, all Taxes & Duties and all other incidental charges etc. including GST. Owner will not have any liability, whatsoever, over and above the quoted prices.
3. Payment : As per BDS.
4. The order for AMC will be placed before the expiry of contractual Warranty Period. The price of AMC services will remain firm & fixed for the complete execution of AMC contract. In case there is delay in start of AMC from the date of expiry of warranty period, the charges shall be paid on pro rata basis for the duration curtailed from original specified AMC period.
5. Within 2 weeks of placement of Order for AMC, Seller shall submit CPBG for 5% of the Maximum annually AMC amount which shall be valid for the entire AMC period plus 2 months claim period.
6. Periodic and Preventive maintenance: Vendor shall depute their engineers to installation site as & when required for regular checkups, as part of periodic maintenance. Vendor shall also depute their service engineers periodically for preventive maintenance, major repairs /replacement and reporting. Price shall also include emergency visits as necessary.
7. Scope of AMC shall be as per MR/ Technical portion. The quoted lump sum rate shall include providing all manpower, machineries and materials required to carry out the work as per scope of work of AMC defined in the MR.

SIGN AND STAMP OF SUPPLIER

**ANNEXURE –VI
TO
SPECIAL PURCHASE CONDITIONS**

**TERMS & CONDITIONS FOR
TRAINING OF OWNER PERSONNEL
AT VENDOR'S WORKS/TRAINING FACILITY**

**TERMS & CONDITIONS FOR TRAINING OF OWNER PERSONNEL
AT VENDOR'S WORKS/TRAINING FACILITY**

1. Bidder shall quote Training charges of EIL's/Owner's Operation and Maintenance personnel at Bidder's works/training facility on lumpsum basis.
2. All expenses including but not limited to Air-fare, accommodation, local conveyance, living expenses etc of EIL's/Owner's personnel shall be borne by Purchaser.
3. Quoted prices shall be inclusive of all taxes & duties including GST .
4. A notice period of 15 days (or as specified in BDS) will be given by EIL for prior arrangement.
5. PAYMENT TERMS: As per BDS.

E-INVOICING DECLARATION

[ANNEXURE - VII TO SPECIAL PURCHASE CONDITIONS

<Declaration to be provided by supplier/contractor where turnover is less than INR 5 crores (on letterhead)>

We, **<Name of entity>**, (a Proprietorship firm / Partnership firm / Company), having its registered office at **< address>**, having PAN No. _____ and GSTIN No. _____, hereby declare that **<Name of entity>**'s aggregate turnover of all GSTINs in any Financial Year from 2017-18 to 2021-23 is less than INR 5 Crores (Rupees Five Crores) and **<Name of entity>** is not required to comply with e-invoicing provisions proposed under GST.

<Name of entity> also hereby declare that **<Name of entity>** will update Engineers India Limited in case there is any change in the above details or in case **<Name of entity>** is required to adhere to e-invoicing provisions under GST due to any subsequent change in law. In such case, **<Name of entity>** shall comply with provisions of e-invoicing regime as and when the same becomes applicable to **<Name of entity>**.

<Name of entity> hereby declare the above statement is true and correct and **<Name of entity>** shall indemnify and hold Engineers India Ltd good for any demand, credit reversal, denial of refund, loss, interest or penalty, suit, action, costs and expenses whatsoever (including attorneys' fees and associated legal costs) which may be commenced against and/or incurred by Engineers India Limited due to any incorrect declaration or non-compliance by **<Name of entity>** and Engineers India Ltd shall have the right to withhold or recover any such loss/cost/expense from any amount payable to **<Name of entity>**.

<Name and signature of authorized signatory >

For <Name of entity>

<Entity's Seal/Stamp>

<Date>

**ANNEXURE –VIII
TO
SPECIAL PURCHASE CONDITIONS
MODEL DISPUTE RESOLUTION CLAUSE**

MODEL DISPUTE RESOLUTION CLAUSE

1. In respect of all or any dispute(s) of any kind whatsoever between the Parties arising out of or in connection with the Contract, the Parties shall seek to resolve any such dispute or difference by mutual consultation, failing which, mandatorily by way of Conciliation through Outside Experts Committee as per EIL Conciliation Rules 2012 (as amended), and only if such Conciliation fails then through Arbitration / Commercial Courts as mentioned herein.
2. There shall be no arbitration, for all or any dispute(s) involving aggregate claims (including interest, all inclusive) less than Rs. 25 Lakhs and for all or any dispute(s) involving aggregate claims (including interest all inclusive) greater than Rs. 5 Crores.

All or any dispute(s) involving “aggregate claims (including interest, all inclusive) less than Rs. 25 Lakhs and aggregate claims (including interest, all inclusive) greater than Rs. 5 Crores” shall be adjudicated shall be adjudicated by the Courts of competent jurisdiction at New Delhi.

3. All or any dispute(s) arising out of or in connection with the Contract, involving aggregate claims (including interest, all inclusive) between Rs. 25 Lakhs and Rs. 5 Crores, which cannot be resolved through Outside Experts Committee as per EIL Conciliation Rules 2012 (as amended) may be referred to arbitration for adjudication in the manner specified herein.

Provided that any dispute(s) specifically specified as excluded matters and listed at clause no. 8 shall not be arbitrable.

4. The Arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 (as amended). The fee of arbitrator in respect of claims by the Contractor shall be paid by the Contractor and fee of arbitrator in respect of claims by EIL shall be paid by EIL. This agreement between parties that the fee on contractor's claim is payable by the Contractor and the fee on the EIL's claims shall be paid by EIL, shall valid and such agreement shall be renewed between the parties after the dispute in question has arisen.

All other expenses (including expense related to venue, travel of the arbitrator, local conveyance, secretarial assistance, and any other incidental expenditure) shall be equally shared by both the parties.

5. On invocation of the Arbitration clause by either party, EIL shall suggest a panel of three independent and distinguished persons to the other party from the Panel of Arbitrators maintained by ‘Delhi International Arbitration Centre (DIAC)’ to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from EIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and EIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of EIL on the appointment of the sole arbitrator shall be final and binding on the other party.
6. The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
7. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable.

8. List of Excluded matters:

- a. Whether or not a claim sought to be referred to arbitration by the contractor is a notified claim.
 - b. Whether or not a notified claim is included in the contractor's final bill in accordance with the provisions of contract.
 - c. Any claim, difference or dispute relating to, connected with or arising out of EIL's decision under the provisions of Integrity Pact executed between EIL and the Bidder / Contractor.
 - d. Any claim, difference or dispute relating to indulgence of Contractor/Vendor/Bidder in corrupt/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - e. Any claim, difference or dispute relating to, connected with or arising out of EIL's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor and/or with any other person involved or connected or dealing with bid / contract / bidder / contractor
9. Parties mutually agree that Arbitral Tribunal/Arbitrator will not include in the sum for which the award is made any interest for any part of period between the date on which the cause of action arose and the date on which the award is made. Accordingly the Parties mutually agree that neither the arbitral claim nor the arbitral award shall include interest component for any part of period between the date on which the cause of action arose and the date on which the award is made.
10. Governing Law and Jurisdiction: The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for invocation of Arbitration clause, adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.
11. Sub clauses 2 to 9 of this clause shall not be applicable in contracts where both the parties to the contract come under the purview of AMRCD/AMRD Mechanism.

**ANNEXURE –IX
TO
SPECIAL PURCHASE CONDITIONS
EIL CONCILIATION RULES**

ENGINEERS INDIA LIMITED CONCILIATION RULES, 2012
Rules for Speedier, Cost-effective, Out-of-Court, Out-of-Arbitration
Amicable Dispute Settlement through Conciliation

Whereas Part-III of the Indian Arbitration and Conciliation Act, 1996 makes elaborate provisions for Alternate Dispute Resolution through Conciliation, which is emerging as an effective Dispute Resolution Mechanism for Public Sector Units in India.

Whereas Engineers India Limited desires to approach Conciliation as a Dispute Resolution Mechanism and hereby frames the present Rules in conformity with/supplementary to Part - III of the Indian Arbitration and Conciliation Act, 1996 for speedier, cost-effective and amicable settlement of disputes through Conciliation.

RULE 1: SHORT TITLE

These Rules shall be called the Engineers India Limited Conciliation Rules, 2012.

RULE 2: DEFINITIONS

- (a). **"EIL"** shall mean Engineers India Limited, having its registered office at 1, Bhikaji Cama Place, R.K.Puram, New Delhi - 110066.
- (b). **"Panel of Conciliators"** shall mean the list of eligible persons maintained by EIL's Legal (Commercial) and approved by the Chairman & Managing Director of EIL to act as Conciliators in Conciliation proceedings under these Rules.

Proposals initiated by Legal (Commercial) for empanelment of such Conciliators shall be approved by Director (Commercial) and Director (Finance) before the same is approved by Chairman & Managing Director of EIL.

- (c). **"Party"** means a Party to a defined legal relationship, whether contractual or otherwise or a Party to a Conciliation proceeding under these Rules.

- (d). **"Rules"** shall mean the Engineers India Limited Conciliation Rules, 2012.
- (e). **"Outside Experts Committee"** shall mean the Committee of Conciliators appointed under Rule 5 (g) of these Rules.
- (f). **"Working Day"** shall mean any of the Five days from Monday to Friday, excluding holidays declared by Engineers India Ltd.

RULE 3: APPLICATION OF RULES

- (a). The Engineers India Limited Conciliation Rules, 2012 shall apply to any dispute, arising out of or relating to a contractual or defined legal relationship in the form of a contract or otherwise, involving Engineers India Limited as a Party where the parties seeking an amicable settlement of their disputes have agreed that Engineers India Limited Conciliation Rules, 2012 apply.
- (b). The scope of Conciliation under these Rules shall encompass both domestic and international disputes of a private law nature, whenever a settlement is possible.
- (c). Pendency of Arbitral or Judicial proceedings shall not constitute any bar on commencement of Conciliation proceedings under these Rules, even if the proceedings under these Rules are on the same subject matter/issue as the Arbitral or Judicial proceedings. However, in such case, the parties shall put such arbitral/judicial proceedings on hold to facilitate the Conciliation Proceedings.
- (d). These Rules shall not, however, apply to dispute(s) which, by virtue of any law for the time being in force in India, may not be submitted to Conciliation.
- (e). These Rules shall be subordinate to and supplementary to Part-III of the Indian Arbitration and Conciliation Act, 1996 and the latter would prevail over the former to the extent of inconsistency, if any.

- (f). These Rules are broad standard Conciliation Procedures for a flexible, systematic, expedient and amicable settlement of disputes and Parties may mutually agree to make appropriate adjustments and such mutually agreed departures/deviations from any of these Rules shall not in any circumstance render a Conciliation Proceeding or any Settlement Agreement reached pursuant thereto void Ab-Initio.
- (g). Subject to subsequent Agreement between/amongst the Parties, Conciliation under these Rules may be invoked, even if Conciliation is not the prescribed Dispute Settlement Mechanism or these Rules are not the prescribed Conciliation Rules under the relevant Contract/Agreement or any form of defined legal relationship.
- (h). Raising of any issue or point of dispute by any Party - factual or otherwise - in writing or otherwise in any earlier communication (electronic or otherwise) between or amongst the Parties (without resolution) shall not be considered 'Conciliation' or part thereof under these Rules, unless such Conciliation proceedings are formally invoked under these Rules.

RULE 4: PANEL OF CONCILIATORS

- (a). Legal (Commercial) shall, for the purpose of appointing the Conciliator between the Parties, shall prepare and maintain a Panel of Conciliators, consisting of persons of unquestionable integrity and good public standing within sixty days of coming into force of these Rules in accordance with clause 2 (b) above.
- (b). Conciliators in the Panel of Conciliators, maintained by EIL, shall be Independent persons, who are neither employees nor Consultants/ Advisors of Engineers India Limited. However, the ex-employees of EIL are in no manner precluded from being included in such panel, provided they do not draw any benefits from Engineers India Limited during the span of such proposed inclusion in the panel.
- (c). The consent of the persons whose names are included in the panel shall be obtained before empanelling them.

- (d). The panel shall contain an Annexure, giving details of the qualifications of the conciliators and their professional or technical experience in different fields.
- (e). The panel of Conciliators appointed under Clause (a) shall normally be for a period of three years from the date of appointment and further extension of the panel of Conciliators shall be at the discretion of the Chairman & Managing Director of Engineers India Limited.
- (f). The following persons shall be eligible for consideration for empanelment in EIL's Panel of Conciliators:
- i. Retired Secretary/Additional Secretary of Govt. of India or any equivalent post thereof.
 - ii. Retired Chairman-cum-Managing Director/Functional Directors of any Central Public Sector Enterprise in India.
 - iii. Retired Independent Directors who have served on the Board of any Central Public Services Enterprise.
 - iv. Independent Experts registered with the Indian Council of Arbitration.
 - v. Retired officials of not less than the rank of Executive Director of any Central Public Sector Enterprise.
- (g). Any person in the Panel of Conciliators maintained by EIL shall not be entitled to any monetary benefit or remuneration/fees or other facility(ies) only by virtue of his/her name being in such a Panel, except when he/she is actually appointed as a Conciliator for specific Conciliation proceedings under these Rules vis-a-vis any specific issue(s) or Dispute(s) referred for Conciliation.
- (h). The Chairman & Managing Director of EIL is empowered to approve, add or delete any name from the list of panel of Conciliators.
- (i). Removal of a person from EIL's Panel of Conciliators shall not have the automatic effect of removal/withdrawal of the said person from an existing Outside Experts Committee in relation to specific Dispute(s) referred for Conciliation, unless the Parties thereto agree on such removal/ withdrawal.

(j). Disqualifications of persons appointed as Conciliators

The following persons shall be deemed to be disqualified for being empanelled as Conciliators:

- i. Any person who has been adjudged as insolvent or persons
 1. against whom criminal charges involving moral turpitude are framed by a criminal court and are pending; or
 2. who have been convicted by a criminal court for any offence involving moral turpitude.
- ii. Any person against whom disciplinary proceedings have been initiated by the appropriate disciplinary authority which are pending or have resulted in a punishment.
- iii. Any person who is interested or connected with the subject-matter of dispute(s) or is related to any one of the Parties or to those who represent them, unless such objection is waived by all the parties in writing. A Member of Outside Experts Committee before entering into a reference for conciliation shall give an undertaking in the manner prescribed in **Schedule - A**.
- iv. Any legal practitioner who has or is appearing for any of the Parties in any suit or in other proceedings(s).

RULE 5: CONCILIATORS - NUMBER & APPOINTMENT

- (a). There shall be one Conciliator in cases where claim value does not exceed Rs. 2 Crores. However, in case the amount involved is more than Rs. 2 Crores, the same will be settled by a panel of three Conciliators one each from Technical, Finance/Commercial and Legal fields. All such Conciliators will be outside experts appointed by Chairman & Managing Director of EIL from the panel of Conciliators being maintained by EIL.

- (b). The Conciliator(s), as and when appointed by the Parties for a specific Conciliation proceeding, shall constitute and function by the name and style of "Outside Experts Committee" in regard to the dispute(s) referred for Conciliation and shall conduct Conciliation proceedings under these Rules.
- (c). If a Conciliator withdraws himself or herself or is removed by the Parties from a Conciliation Proceeding on the ground of continued absence for at least three scheduled meetings/hearings or is otherwise unavailable for the Conciliation proceeding for no justifiable reason(s), the Parties may appoint another Conciliator in the same manner contemplated herein.

RULE 6: INITIATION OF CONCILIATION

- (a). EIL or any Party to a defined legal relationship with EIL - Contractual or otherwise, wishing to settle any issue with the other Party(ies), shall serve the other Party(ies) with a Written Notice/Invitation for initiation of Conciliation Proceedings under these Rules, preferably after exhausting the normal official avenues of communication for resolving the issue proposed to be referred to conciliation.
- (b) In case EIL desires to initiate the Conciliation Proceedings, the concerned group executing the project, shall first obtain the consent of the other Party.

Thereafter the case shall be moved by the aforesaid project group for approval of Director (Projects), Director (Commercial), Director (Finance) and Chairman & Managing Director for referral to conciliation by constitution of expert committee called 'Outside Experts Committee'.

- (c). A Written Notice/Invitation for initiation of Conciliation proceedings shall, inter alia; contain the following details:
 - i. Issue(s) in dispute - Factual or Otherwise
 - ii. Identity of the Party (ies) - Name, Official Address, Contact E-Mail Address, Telephone Number(s), Official Representative etc.
 - iii. Consent of the Party serving Notice of Conciliation under these Rules
 - iv. Any other term and condition for conciliation, consistent with the Indian Arbitration and Conciliation Act, 1996

- (d). The Party(ies), receiving Written Notice(s)/Invitation(s) for Conciliation under Sub-Rule (a) shall, within 30 days of receipt of Written Notice/Invitation for Conciliation, intimate its/their consent for Conciliation Proceedings under these Rules and the Chairman and Managing Director of EIL shall appoint the Conciliator from the panel of Conciliators being maintained by EIL.
- (e). If no Reply(ies) under Sub Rule (c) is/are received from the other Party(ies), on whom Written Notice(s)/Invitation(s) for Conciliation under Sub-Rule (a) has/have been served, within 30 days of Invitation or within such period prescribed in the Written Notice/Invitation for Conciliation, whichever is longer, the Invitation for Conciliation may be treated as 'Rejected'.
- (f). Conciliation proceedings under these Rules shall be deemed to commence on the day the Party, receiving Invitation for Conciliation, intimates in writing its acceptance of such an invitation. For Conciliation proceedings with more than two Parties, such proceedings shall be deemed to commence on the day the last intimation of acceptance of Invitation for Conciliation is received from a Party.
- (g). If the Parties fail to agree on appointment of Conciliator(s) and constitution of Outside Experts Committee within 90 days of receipt of Reply(ies) from the other Party(ies) under Sub-Rule (e) or such extended time-period, as agreed between/amongst the Parties, whichever is longer, the efforts at dispute settlement through Conciliation shall be treated as 'failed'.

RULE 7 - CONCILIATION PROCEEDINGS

- (a). The Outside Experts Committee, within 7 working days of its constitution, may request the Parties to file a brief Written Statement, describing the general nature of the dispute(s) and points at dispute. Any other document may also be filed, if a Party so desires.